

**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
September 5, 2018
7:00 p.m.**

MISSION STATEMENT

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

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 Fire Explorers**

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

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

ORAL AND WRITTEN COMMUNICATIONS

[1.] PRESENTATION

1-A. MAJOR PROJECTS UPDATE

[2.] SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) - CONSENT CALENDAR ITEM NOS. 2A-2B

2-A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF SEPTEMBER 5, 2018

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

- (1) Approve payment of warrants and adopt a Resolution of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated September 5, 2018 totaling \$40.61 and specifying the funds out of which the same are to be paid; and
- (2) Take such additional, related, action that may be desirable.

2-B. SUCCESSOR AGENCY (SA) MINUTES

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

- (1) Approve the minutes from the regular meetings of August 1, 2018 and August 15, 2018, and the special meeting of August 15, 2018; and
- (2) Take such additional, related, action that may be desirable.

[3.] CITY OF MONTEREY PARK- CONSENT CALENDAR ITEMS NOS. 3A-3F

3-A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF SEPTEMBER 5, 2018

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 September 5, 2018 totaling \$2,079,535.08 specifying the funds out of which the same are to be paid; and
- (2) Take such additional, related, action that may be desirable.

3-B. CITY COUNCIL MINUTES

It is recommended that the City Council:

- (1) Approve the minutes from the regular meetings of August 1, 2018 and August 15, 2018, and the special meeting of August 15, 2018; and
- (2) Take such additional, related, action that may be desirable.

3-C. ACCEPTANCE OF EQUIPMENT THROUGH THE REUTILIZATION, TRANSFER AND DONATION PROGRAM (RTD) MANAGED BY THE LAW ENFORCEMENT SUPPORT OFFICE (LESO) IN CONJUNCTION WITH THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL OES)

It is recommended that the City Council:

- (1) Approve the acquisition of awarded equipment, 30 simunition paint marking rifle conversion kits;
- (2) Take such additional, related, action that may be desirable.

3-D. APPROPRIATION OF FUNDS FOR NEW HOLIDAY DECORATIONS FOR BUSINESS IMPROVEMENT DISTRICT NO. 1 (BID)

It is recommended that the City Council:

- (1) Appropriate \$24,900 to cover the cost of new holiday decorations; and
- (2) Take such additional, related, action that may be desirable.

3-E. PERSONNEL BOARD RECOMMENDATION TO THE CITY COUNCIL FOR RE-APPOINTMENT TO CURRENT BOARD SEAT

It is recommended that the City Council:

- (1) Approve a recommendation to re-appoint Mr. Gregory Verbeck to the Personnel Board to an additional term; and
- (2) Take such additional, related, action that may be desirable.

3-F. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK TO ALLOW THE FEDERAL BUREAU OF INVESTIGATION TO PROCESS FINGERPRINTS AS PART OF THE PRE-EMPLOYMENT BACKGROUND INVESTIGATION PROCESS.

It is recommended that the City Council:

- (1) Adopt Resolution No. _____ authorizing the City of Monterey Park to allow the Federal Bureau of Investigation to process fingerprints as part of the Pre-Employment Background Investigation Process; and
- (2) Take such additional, related, action that may be desirable.

[4.] PUBLIC HEARING

4-A. A PUBLIC HEARING TO CONSIDER A GENERAL PLAN AMENDMENT (GPA-17-01), ZONE CHANGE (ZC-17-01), AND TENTATIVE MAP NO. 77195 (TM-17-10) TO SUBDIVIDE AIR RIGHTS FOR AN 8-UNIT RESIDENTIAL DEVELOPMENT – 2011 POTRERO GRANDE DRIVE

It is recommended that the City Council consider:

- (1) Opening the continued public hearing;
- (2) Receiving documentary and testimonial evidence;
- (3) Closing the public hearing;
- (4) Taking the following action:
 - a. Waive first reading and introduce an Ordinance approving a General Plan Amendment (GPA-17-01) and Zone Change (ZC-17-01);
 - b. Adopt a Resolution approving a Tentative Map No. 77195 (TM-17-10) subject to GPA-17-01 and ZC-17-01 along with conditions of approval; and
- (2) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The Project is categorically exempt from additional environmental review pursuant to CEQA Guidelines §§ 15315 and 15332 as a Class 15 categorical exemption (Minor Land Divisions) and Class 32 categorical exemption (Infill Development) in that the project is the subdivision of air rights to establish and maintain an 8-unit condominium development. The proposed development occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses. The project site is a vacant dirt lot and has no value as habitat for endangered, rare or threatened species. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The site can be adequately served by all required utilities and public services because the City is the utilities and public services provider. No variances are required for this project, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous two years, and the parcel is relatively flat and does not have an average slope greater than 20 percent.

[5.] OLD BUSINESS

5-A. CONSIDERATION OF CONTRACTING PORTER SERVICE FOR BUSINESS IMPROVEMENT DISTRICT NO. 1 (BID)

It is recommended that the City Council consider:

- (1) Award Chrysalis Enterprises a contract for porter services and appropriate \$73,125 from BID reserves;
- (2) Authorize the City Manager to execute a contract with Chrysalis Enterprises in a form approved by the City Attorney; and
- (3) Take such additional, related, action that may be desirable.

[6.] NEW BUSINESS

6-A. SIEMENS PERFORMANCE ASSURANCE OVERVIEW FOR CALENDAR YEAR 2017

It is recommended that the City Council:

- (1) Receive and file the attached report, titled Energy Performance Contract Performance Assurance Overview for the Annual Period: January 1 – December 31, 2017; and
- (2) Take such additional, related, action that may be desirable.

6-B. FIRE LADDER TRUCK AND ENGINES FINANCING – APPROVAL OF AGREEMENT

It is recommended that the City Council:

- (1) Adopt Resolution _____ authorizing the execution and delivery of a Master Equipment Lease/Purchase Agreement and other documents required in connection therein;
- (2) Authorize the City Manager to execute an agreement based on MPMC § 3.20.050, in a form approved by the City Attorney, with KME Fire Apparatus for the purchase of two fire engines and one fire ladder truck;
- (3) Authorize the City Manager to execute the Master Equipment Lease/Purchase Agreement, in a form approved by the City Attorney, related to \$2.6 million financing agreement with Banc of America Public Capital Corp; and
- (4) Take such additional, related, action that may be desirable.

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

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

ADJOURN



City Council Staff Report

DATE: September 5, 2018

AGENDA ITEM NO: SA CONSENT CALENDAR
AGENDA ITEM 2-A.

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Director of Management Services
SUBJECT: Warrant Register for Successor Agency to the Former Community Redevelopment Agency of
September 5, 2018

RECOMMENDATION:

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt a Resolution of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **September 5, 2018 totaling \$40.61** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered **365**.

BACKGROUND:

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

FISCAL IMPACT:

Disbursements from all funds total **\$40.61.**

Respectfully submitted:

Approved By:

on behalf of 

Annie Yaung, CPFO
Director of Management Services



Ron Bow
City Manager

Attachments 1: Resolution
Attachments 2: Warrant Register

ATTACHMENT 1

Resolution

RESOLUTION NO. SA-_____

**A RESOLUTION OF THE
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)
ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED
5TH OF SEPTEMBER 2018
TOTALING \$40.61 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID**

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

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

Atlantic/Garvey Projects	40.61
Total	<u>\$ 40.61</u>

PASSED, APPROVED AND ADOPTED THE 5TH OF SEPTEMBER 2018.

Stephen Lam, Mayor
City of Monterey Park, California

ATTEST:

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

Resolution No. SA-
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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY)
OF CITY OF MONTEREY PARK)

I hereby certify that this resolution was duly adopted by the
Successor Agency to the Former Community Redevelopment Agency,
at a regular meeting held on the 5th of September 2018 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

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

ATTACHMENT 2

Warrant Register

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/05/2018

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0860-801-1203-32050	40.61	INTERNET/PHONE SERVICE		365	40.61
TOTAL FOR PREPAID WARRANTS						40.61
PRINTED		40.61				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/05/2018

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TOTAL FOR PREPAID WARRANTS	\$40.61
TOTAL FOR PRINTED WARRANTS	\$0.00
TOTAL FOR ACH-PAYMENTS	\$0.00
TOTAL WARRANTS	\$40.61
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	1
TOTAL ACH-PAYMENTS PRINTED	0
TOTAL CHECKS PRINTED	0
TOTAL CHECKS ISSUED	1

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/05/2018
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	40.61	0.00	40.61
	TOTAL	40.61	0.00	40.61

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
AUGUST 1, 2018**

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, August 1, 2018 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 Lam called the meeting to order at 7:03 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers

ROLL CALL:

City Clerk Vincent Chang called the roll:

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

Council Members Absent: Teresa Real Sebastian

ALSO PRESENT: City Manager Ron Bow, City Attorney Mark Hensley, City Treasurer Joseph Leon, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources and Risk Management Tom Cody, Director of Community & Economic Development Michael Huntley, Director of Management Services Annie Yaung, Director of Public Works Mark McAvoy, Director of Recreation & Community Services Inez Alvarez, Assistant City Engineer Rey Alfonso, Senior Librarian Diana Garcia, City Clerk Secretary Helena Cho

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

City Manager Bow reported Item No. 3H be continued due to staff's discovery of a possible funding source that can be use with the Community Development Block Grant (CDGB) Funds and will return to council within two months.

ORAL AND WRITTEN COMMUNICATIONS

- Jim Smith, Police Chief for the Monterey Park Police Department, invited the community to attend the National Night Out on August 7, 2018 in front of City Hall.

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



City Council Staff Report

DATE: September 5, 2018

AGENDA ITEM NO: SA CONSENT CALENDAR
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 meetings of August 1, 2018 and August 15, 2018, and the special meeting of August 15, 2018; 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:



Jesus Hernandez
Minutes Clerk

Approved By:



Ron Bow
City Manager

Attachments: Minutes

ATTACHMENT 1

Minutes

- Sarkis Antonian stated that the politician's campaign funds should be used to help the community instead of the politicians.
- Carol Sullivan wanted to let the residents know that two of the Monterey Park Fire Trucks went up North to help fight the fires.

1. **PRESENTATIONS**

None.

2. **SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) - CONSENT CALENDAR ITEM NO. 2A**

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

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item No. 2A on Consent Calendar. Council Member Ing abstained on Item No. 2A, the special meeting minutes of June 20, 2018, as he was absent for that meeting.

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

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

2A. **SUCCESSOR AGENCY (SA) MINUTES**

Approve the minutes from the regular and special meetings of June 20, 2018.

Action Taken: The City Council, acting on behalf of the Successor Agency, approved the minutes from the regular and special meetings of June 20, 2018 on Consent Calendar. Council Member Ing abstained on the special meeting minutes of June 20, 2018, as he was absent for that meeting.

This is the end of Successor Agency (SA) items

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
August 15, 2018**

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, August 15, 2018 at 6:00 p.m.

CALL TO ORDER:

Mayor Lam called the meeting to order at 6:04 p.m.

ROLL CALL:

City Manager Ron Bow called the roll:

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

Council Members Absent: Teresa Real Sebastian

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

None.

CLOSED SESSION - The City Council adjourned to Closed Session at 6:04 p.m.

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

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

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

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:44 p.m.

Action Taken: No reportable action taken in Closed Session.

Vincent D. Chang
City Clerk

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

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
AUGUST 15, 2018**

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, August 15, 2018 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 Lam called the meeting to order at 7:02 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers

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: City Manager Ron Bow, Assistant City Attorney Karl Berger, City Treasurer Joseph Leon, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Management Services Annie Yaung, Director of Public Works Mark McAvoy, Director of Recreation & Community Services Inez Alvarez, Senior Librarian Diana Garcia, Fire Division Chief Ken Leasure, Economic Development Project Manager Thomas Welch, Deputy City Clerk Cindy Trang

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL AND WRITTEN COMMUNICATIONS

- Ted Wong asked the council to consider continuing temporary parking permits or come up with an alternative solution, for residents who live near the East Los Angeles College.
- Sarkis Antonian suggested that there should be an article in the Cascades Newspaper informing the residents about the two Monterey Park Fire Trucks, who when up north to fight the fires.

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

Discussion: Council Member Real Sebastian directed staff to agendize a parking permit item for City Council consideration for a future City Council Meeting.

1. **PRESENTATIONS**

None.

2. **SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) - CONSENT CALENDAR ITEM NO. 2A-2C**

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

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item No. 2A-2C on Consent Calendar.

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

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

2A. **WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF AUGUST 15, 2018**

Disbursements will be made from the funds referenced in the Resolution, attached to the staff report, in Warrants numbered 364-364.

Action Taken: The City Council, acting on behalf of the Successor Agency, approved payment of warrants and adopted Resolution No. SA-155 of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated August 15, 2018 totaling \$845.00 and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. SA-155, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 15TH DAY OF AUGUST 2018 TOTALING \$845.00 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2B. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT – JULY 2018

As of July 31, 2018 invested funds for the Successor Agency of the City of Monterey Park is as follows:

•	Successor Agency (SA) Checking	205,866.77
•	Successor Agency (SA) RORF	<u>137,861.00</u>
	Total	<u>\$ 343,727.77</u>

Action Taken: The City Council, acting on behalf of the Successor Agency, received and filed the Monthly Investment Report on Consent Calendar.

2C. SUCCESSOR AGENCY (SA) MINUTES

Approve the minutes from the regular and special meetings of July 18, 2018.

Action Taken: The City Council, acting on behalf of the Successor Agency, approved the minutes from the regular and special meetings of July 18, 2018 on Consent Calendar.

This is the end of Successor Agency (SA) items



City Council Staff Report

DATE: September 5, 2018

AGENDA ITEM NO: Consent Calendar
Agenda Item 3-A.

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Director of Management Services
SUBJECT: Warrant Register for the City of Monterey Park of
September 5, 2018

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 **September 5, 2018 totaling \$2,079,535.08** 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 **320593-320860** and ACH numbered **000005-000020**.

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.

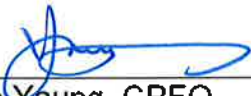
FISCAL IMPACT:

Disbursements from all funds total **\$2,079,535.08.**

Respectfully submitted:

Approved By:

on behalf of



Annie Yaung, CPFO
Director of Management Services



Ron Bow
City Manager

Attachments 1: Resolution

Attachments 2: Warrant Register

ATTACHMENT 1

Resolution

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RESOLUTION NO.
 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
 MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS
 PER WARRANT REGISTER DATED
 5TH OF SEPTEMBER 2018
 TOTALING \$2,079,535.08 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	\$ 977,445.85
Retirement Fund	2,500.00
State Gas Tax Fund	2,666.45
Sewer Fund	4,223.97
Refuse Fund	404,059.48
City Shop Fund	244,800.21
General Liability Fund	16,069.03
Technology Internal Service Fund	214.76
Payroll Clearing Account	576.00
Public Safety Impact Fee Fund	33,949.54
Special Deposits Fund	9,378.93
Business Improvement Area #1	65.70
Water Fund	91,376.25
Water Treatment WQA-EPA Fund	73,866.85
Water Treatment City Fund	271.00
OPA Proposition A	199.42
Measure R Fund	46,737.75
POST	609.00
Home Housing Program	4,640.99
Recreation Fund	15,830.13
Asset Forfeiture	3,863.76
Prop C	28,000.00
CDBG Fund	2,641.58
Maintenance District 93-1	114.35
Prop A - Per Parcel Grant	2,482.94
Maintenance Grant (075)	5,587.65
ELAC Instructional Serv Prog	9,418.11
Literacy Trust Grant	1,121.88
Urban Area Initiative 2016	96,823.50
 TOTAL	 \$ 2,079,535.08

PASSED, APPROVED AND ADOPTED THE 5TH OF SEPTEMBER 2018.

 Stephen Lam, Mayor
 City of Monterey Park, California

ATTEST

 Vincent D. Chang, City Clerk
 City of Monterey Park, California
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RESOLUTION NO.
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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 5th of September 2018 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 09/05/2018**

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ROBERTO A AGUIRRE	0092-801-6508-31990	280.46	DISPLAY BOARDS		320593	
	0092-801-6508-31990	56.93	LAMINATING POUCH		320593	
	0010-801-6508-39860	23.95	STAKE SIGN KITS		320593	
	0010-801-6503-39300	595.00	CAMS AQUATIC CONFERENCE		320593	956.34
ALL AMERICAN LEADERSHIP	0349-801-3201-39400	2,950.00	FIRE TRAINING		320603	2,950.00
MARY ALVARADO	0010-701-0010-08025	12.00	REFUND SAWDUST TRIP		320604	12.00
ANTHEM BLUE CROSS	0010-801-5102-12330	3,431.45	08/18 MEDICAL INSURANCE		320594	3,431.45
	0010-801-5102-12330	3,431.45	09/18 MEDICAL INSURANCE		320605	3,431.45
AT & T	0010-801-3113-32050	42.59	PHONE SERVICE		320606	42.59
	0010-801-3113-32050	41.50	PHONE SERVICE		320617	41.50
AT&T	0010-801-1301-32050	40.58	INTERNET/PHONE SERVICE		320618	
	0010-801-1404-32050	13,157.96	INTERNET/PHONE SERVICE		320618	
	0010-801-1408-32050	2,239.28	INTERNET/PHONE SERVICE		320618	
	0010-801-1801-32050	37.33	INTERNET/PHONE SERVICE		320618	
	0010-801-3112-32050	9,356.47	INTERNET/PHONE SERVICE		320618	
	0010-801-3113-32050	37.26	INTERNET/PHONE SERVICE		320618	
	0010-801-3114-41100	40.58	INTERNET/PHONE SERVICE		320618	
	0010-801-3201-32050	2,444.59	INTERNET/PHONE SERVICE		320618	
	0010-801-4209-32050	570.67	INTERNET/PHONE SERVICE		320618	
	0010-801-6001-32050	582.40	INTERNET/PHONE SERVICE		320618	
	0010-801-6502-32050	352.16	INTERNET/PHONE SERVICE		320618	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0010-801-6517-32050	40.58	INTERNET/PHONE SERVICE		320618	
	0022-801-4206-32050	865.80	INTERNET/PHONE SERVICE		320618	
	0043-801-1404-32050	9,667.88	INTERNET/PHONE SERVICE		320618	
	0092-801-1404-32050	11,739.58	INTERNET/PHONE SERVICE		320618	
	0092-801-4222-32050	1,078.84	INTERNET/PHONE SERVICE		320618	
	0109-801-6511-32050	139.42	INTERNET/PHONE SERVICE		320618	
	0169-801-2201-32050	213.82	INTERNET/PHONE SERVICE		320618	
						52,605.20
BANKCARD CENTER	0010-801-6001-33200	225.00	07/18-TRAINING		320607	
	0010-801-6001-22150	52.52	07/18-TOILET SEATS		320607	
	0010-801-6001-21350	552.44	07/18-PRINTER INK		320607	
	0010-801-3230-39460	320.85	07/18-CERT SUPPLIES		320607	
	0010-801-3210-38400	130.15	07/18-VACUUM REPAIR		320607	
	0010-801-3210-38100	73.94	07/18-REPAIR E62		320607	
	0010-801-3210-22750	280.29	07/18-STRIKE TEAM AIRBED		320607	
	0010-801-3101-39300	520.00	07/18-IACP CONFERENCE		320607	
	0010-801-3101-38400	10.00	07/18-CAR WASH		320607	
	0010-801-3101-33400	10.00	07/18-CAR WASH		320607	
	0010-801-3101-22650	20.13	07/18-SUBSCRIPTION		320607	
	0010-801-1801-39550	101.54	07/18-ORAL BOARD MEAL		320607	
	0010-801-1704-39300	917.38	07/18-SHOPPING CENTER DATABASE		320607	
	0010-801-1703-39300	190.00	07/18-MEMBERSHIP		320607	
	0010-801-1703-33200	50.00	07/18-ICC TRAINING		320607	
	0010-801-1702-33200	1,877.56	07/18-CACEO SEMINAR		320607	
	0010-801-1201-39400	1,109.19	07/18-ICA SUMMER SEMINAR		320607	
	0010-801-1101-39400	3,388.22	07/18-ICA SUMMER SEMINAR		320607	
	0160-801-3101-39400	104.00	07/18-TRAINING		320607	
	0092-801-4220-39300	187.00	07/18-APWA CONVENTION		320607	
	0075-450-0075-08600	24.52	07/18-4TH OF JULY (TRUST)		320607	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BANKCARD CENTER	0075-450-0075-08550	64.15	07/18-LANGLEY SUPPLIES (TRUST)		320607	
	0075-450-0075-08250	225.00	07/18-TRAINING (TRUST)		320607	
	0060-801-3210-38400	78.22	07/18-SPECIAL FUEL		320607	
	0043-801-4212-39300	700.00	07/18-APWA CONVENTION		320607	
	0022-801-4202-39300	187.00	07/18-APWA CONVENTION		320607	
	0010-801-6508-24150	79.50	07/18-NEWS FAX SERVICES		320607	
	0010-801-6505-23050	118.13	07/18-TRASH CANS		320607	
	0010-801-6001-38100	179.94	07/18-SOAP DISPENSERS		320607	
						11,776.67
JUSTIN BIRRELL	0060-801-4211-22250	231.05	STRIKE TEAM EXPENSES		320619	
	0010-801-3210-22750	75.71	STRIKE TEAM EXPENSES		320619	
						306.76
CALIFORNIA ASSOCIATION OF	0065-464	576.00	LTD FIREFIGHTERS		320595	
						576.00
CALIFORNIA POLICE CHIEFS ASSOCIATION	0160-801-3101-39400	1,750.00	WOMEN LEADERS IN LAW ENF		320596	
						1,750.00
CHARTER COMMUNICATIONS	0010-801-3230-32050	130.00	INTERNET/CABLE SERVICE		320597	
	0010-801-6505-38400	122.54	INTERNET/CABLE SERVICE		320597	
	0010-801-3201-32050	620.75	INTERNET/CABLE SERVICE		320597	
						873.29
	0092-801-4222-32050	128.66	INTERNET/CABLE SERVICE		320620	
						128.66
ROBERT DEROSA	0060-801-4211-22250	66.87	STRIKE TEAM EXPENSES		320621	
						66.87
DIVERSIFIED RISK INSURANCE	0075-450-0075-08350	231.24	SPECIAL EVENT INSURANCE(TRUST)		320598	
						231.24
EMPLOYMENT DEVELOPMENT DEPT.	0010-801-5102-35700	2,424.00	UNEMPLOYMENT INS Q2 2018		320599	
						2,424.00

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ERIC TSANG	0010-701-0010-06200	90.00-	VOID CHECK		317206	
	0010-701-0010-06200	1,717.00-	VOID CHECK		317206	
	0010-701-0010-06200	2,414.00-	VOID CHECK		317206	
						4,221.00-
	0010-701-0010-06200	2,414.00	REFUND CONDITIONAL USE PERMIT		320622	
	0010-701-0010-06200	1,717.00	REFUND CONDITIONAL USE PERMIT		320622	
	0010-701-0010-06200	90.00	REFUND CONDITIONAL USE PERMIT		320622	
						4,221.00
MATT HALLOCK	0349-801-3201-39400	1,615.63	FIRE & RESCUE CONFERENCE		320623	
						1,615.63
JIA FAN	0075-450-0075-08200	10,240.00-	VOID CHECK		320477	
						10,240.00-
JIA JIA FAN	0075-450-0075-08200	10,240.00	REFUND CONSTRUCTION BOND-TRUST		320624	
						10,240.00
GUSTAVO JIMENEZ	0010-801-3101-38400	19.00	PETTY CASH-SECRETARY LUNCHEON		320625	
	0060-801-4211-22250	25.35	PETTY CASH-GAS		320625	
	0010-801-3103-24100	44.86	PETTY CASH-PAPER TOWEL		320625	
	0010-801-3103-33100	20.00	PETTY CASH-PARKING		320625	
	0075-450-0075-08420	50.46	PETTY CASH-EXPLORERS (TRUST)		320625	
	0010-801-3101-22750	16.15	PETTY CASH-PHONE CHARGER		320625	
	0060-801-4211-22250	11.00	PETTY CASH-GAS		320625	
	0010-801-3114-39250	25.00	PETTY CASH-PD TRAINING		320625	
	0010-801-3114-39250	30.00	PETTY CASH-TRAINING		320625	
	0010-801-3114-39250	30.00	PETTY CASH-TRAINING		320625	
	0010-801-3103-33100	15.00	PETTY CASH-PARKING		320625	
	0010-801-3101-22750	27.30	PETTY CASH-POSTAGE		320625	
	0010-801-3104-22750	19.40	PETTY CASH-RADIO CHARGER		320625	
	0010-801-3114-21350	80.65	PETTY CASH-NB WATCH FLYERS		320625	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						414.17
YUMI KANEGAWA	0062-801-5101-35650	237.38	CLAIM SETTLEMENT		320626	237.38
KNOWLES-MCNIFF	0092-801-1404-31700	1,964.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0092-801-4221-31700	989.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0093-801-4226-31700	170.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0093-801-4227-31700	207.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0093-801-4229-31700	159.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0093-801-4230-31700	170.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0093-801-4231-31700	212.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0093-801-4232-31700	170.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0094-801-4226-31700	42.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0094-801-4227-31700	52.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0094-801-4229-31700	40.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0094-801-4230-31700	42.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0094-801-4231-31700	53.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0094-801-4232-31700	42.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0043-801-1404-31700	1,571.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0010-801-6001-31700	803.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0010-801-3220-31700	209.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0010-801-3115-31700	599.00	INFORMATION TECHNOLOGY SERVICE		320608	
	0010-801-1404-31700	5,006.00	INFORMATION TECHNOLOGY SERVICE		320608	12,500.00
LOS ANGELES UNIFIED SCHOOL DISTRICT	0010-701-0010-01015	2,551.86	ERAF LITIGATION SETTLEMENT		320627	2,551.86
MAGIC TOUCH CARWASH, INC	0060-801-4211-38400	2,070.00-	VOID CHECK		315413	2,070.00-
	0060-801-4211-38400	2,070.00	CAR WASHES		320628	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,070.00
ADAM MALOUF	0060-801-4211-22250	160.97	STRIKE TEAM EXPENSES		320629	160.97
MONTEBELLO UNIFIED SCHOOL DIST	0010-701-0010-01015	57,971.55	ERAF LITIGATION SETTLEMENT		320630	57,971.55
MONTEREY PARK PETTY CASH	0010-801-6502-21350	57.27	PETTY CASH-WALL CLOCK		320609	
	0010-801-6502-31150	59.00	PETTY CASH-HOLLYWOOD BOWL		320609	
	0010-801-3120-39700	92.20	PETTY CASH-BLOCK SUPPLIES		320609	
	0010-801-4210-23300	3.46	PETTY CASH-HOSE		320609	
	0010-801-3210-22670	57.05	PETTY CASH-REFRESHMENTS		320609	
	0010-801-3210-38100	24.06	PETTY CASH-HARDWARE		320609	
	0010-801-1703-33200	25.00	PETTY CASH-SEMINAR		320609	
	0010-801-3120-39700	26.76	PETTY CASH-PROPANE		320609	
	0010-801-6508-31990	74.18	PETTY CASH-CONCERT SUPPLIES		320609	
	0075-450-0075-08420	65.25	PETTY CASH-NAT'L N OUT (TRUST)		320609	
	0010-801-1403-22750	22.19	PETTY CASH-WORKSHOP SUPPLIES		320609	
	0010-801-3120-39700	91.92	PETTY CASH-NAT'L NIGHT OUT		320609	
	0010-801-4212-33100	19.84	PETTY CASH-MILEAGE		320609	618.18
ORLANDO MURO	0010-801-6502-23050	112.68	ELDER GYM SUPPLIES		320600	112.68
	0075-450-0075-09080	157.22	SISTER CITIES CULTURE (TRUST)		320601	
	0010-801-6508-31990	263.13	REIMBURSE MOVIE NIGHT		320601	
	0010-801-6502-21250	106.91	REIMBURSE SUPPLIES		320601	527.26
MUSIC GEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		320631	
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		320631	
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		320631	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MUSIC GEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		320631	760.00
NORTHERN TOOL & EQUIPMENT CATALOG C	0010-801-3210-38460	481.30	EZ-COIL		320632	
	0010-801-3210-38460	43.70	EZ-COIL-USE TAX		320632	
	0010-431	43.70	EZ-COIL-USE TAX		320632	481.30
RICARDO OLIVAREZ	0060-801-4211-22250	89.82	STRIKE TEAM EXPENSES		320633	89.82
PRINT SPOT	0010-850-1403-31950	7,320.56	BUDGET BOOKS		320634	
	0010-850-1403-39250	2,858.00	BUDGET BOOKS-GRAPHIC & TABS		320634	
	0092-850-1403-39250	706.90	BUDGET BOOKS-GRAPHIC & TABS		320634	10,885.46
SA ASSOCIATES	0093-801-4225-82259	1,684.29	GROUND WATER TREATMENT SYS	19-0023	320610	
	0093-850-4224-82259	6,992.00	GROUND WATER TREATMENT SYS	18-0357	320610	
	0093-850-4224-82259	1,402.06	GROUND WATER TREATMENT SYS	17-0399	320610	10,078.35
SAN GABRIEL VALLEY MUNICIPAL WATER	0092-801-4220-39300	675.00	SAN GABRIEL VALLEY WATER FORUM		320635	675.00
SHAKAS	0075-450-0075-08550	678.90	LANGLEY LUAU LUNCHEON (TRUST)		320636	678.90
THE GAS COMPANY (DBA)	0060-801-4211-22250	5,061.72	GAS SERVICES		320611	
	0010-801-3114-36200	39.85	GAS SERVICES		320611	5,101.57
UNITED PARCEL SERVICE	0010-801-3205-32200	109.35	DELIVERY SERVICES		320612	
	0010-801-1403-32200	108.00	DELIVERY SERVICES		320612	217.35
UNITED STATES POSTAL SERVICE	0010-801-6509-31880	8,000.00	CASCADES POSTAGE	19-0100	320613	8,000.00

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VERIZON WIRELESS	0092-801-4222-32050	0.19	WIRELESS VOICE & DATA SERVICE		320602	
	0092-801-4221-32050	30.63	WIRELESS VOICE & DATA SERVICE		320602	
	0010-801-6517-32050	12.80	WIRELESS VOICE & DATA SERVICE		320602	
	0010-801-4212-32050	150.44	WIRELESS VOICE & DATA SERVICE		320602	
	0010-801-4209-32050	45.85	WIRELESS VOICE & DATA SERVICE		320602	
	0010-801-3112-32050	136.33	WIRELESS VOICE & DATA SERVICE		320602	
	0010-801-1703-32050	38.01	WIRELESS VOICE & DATA SERVICE		320602	
	0010-801-1702-32050	10.41	WIRELESS VOICE & DATA SERVICE		320602	
	0010-801-1701-32050	38.01	WIRELESS VOICE & DATA SERVICE		320602	
	0010-801-1408-32050	0.19	WIRELESS VOICE & DATA SERVICE		320602	
	0010-801-3205-32050	39.32	WIRELESS VOICE & DATA SERVICE		320602	
	0010-801-3210-32050	191.92	WIRELESS VOICE & DATA SERVICE		320602	
	0010-801-3220-32050	134.68	WIRELESS VOICE & DATA SERVICE		320602	
	0092-801-4222-32050	152.04	WIRELESS VOICE & DATA SERVICE		320602	
	0010-801-3115-38400	38.01	WIRELESS VOICE & DATA SERVICE		320602	
	0010-801-3112-32050	1,478.29	WIRELESS VOICE & DATA SERVICE		320602	2,497.12
	0010-801-1101-32050	56.12	WIRELESS VOICE & DATA SERVICE		320614	
	0010-801-1404-32050	585.02	WIRELESS VOICE & DATA SERVICE		320614	
	0010-801-3112-32050	1,444.45	WIRELESS VOICE & DATA SERVICE		320614	
	0010-801-6502-32050	56.12	WIRELESS VOICE & DATA SERVICE		320614	
	0010-801-3112-32050	55.12	WIRELESS VOICE & DATA SERVICE		320614	2,196.83
	0022-801-4206-32050	61.47	WIRELESS VOICE & DATA SERVICE		320637	
	0010-801-4209-32050	14.13	WIRELESS VOICE & DATA SERVICE		320637	
	0010-801-4212-32050	15.44	WIRELESS VOICE & DATA SERVICE		320637	
	0092-801-4221-32050	25.23	WIRELESS VOICE & DATA SERVICE		320637	
	0092-801-4222-32050	0.38	WIRELESS VOICE & DATA SERVICE		320637	
	0092-801-4223-32050	83.79	WIRELESS VOICE & DATA SERVICE		320637	

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VERIZON WIRELESS	0010-801-6502-32050	0.19	WIRELESS VOICE & DATA SERVICE		320637	
	0010-801-6517-32050	56.50	WIRELESS VOICE & DATA SERVICE		320637	
	0010-801-1201-38400	38.01	WIRELESS VOICE & DATA SERVICE		320637	295.14
JULIE MARIE VILLANUEVA	0010-801-6004-22450	62.60	PETTY CASH-POSTER, BOOKMARKS		320615	
	0010-801-6006-22450	13.96	PETTY CASH-SHIPPING LABELS		320615	
	0010-801-6006-22450	97.92	PETTY CASH-SRP STICKERS		320615	174.48
WONDRIES FLEET GROUP	0060-850-4211-54050	31,333.42	POLICE UNIT #142	18-0326	320616	
	0060-850-4211-54050	31,333.42	POLICE UNIT #143	18-0326	320616	
						62,666.84
TOTAL FOR PREPAID WARRANTS						263,111.86
PRINTED		263,111.86				

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
34TH STREET, INC.	0010-801-1801-39400	620.00	WEDGE REMOVAL CONSULTING		320638	620.00
A & R NURSERY	0010-801-6517-22100	766.50	LANDSCAPE SUPPLIES	19-0092	320639	766.50
ACTION SALES (DBA)	0010-801-3210-24300	695.33	FIRE-COFFEE BREWER		320640	695.33
AEF SYSTEMS CONSULTING, INC.	0010-850-1403-31950	2,162.50	ERP SYSTEMS SELECTION SERVICES	18-0465	320641	2,162.50
AERUS ELECTROLUX	0010-801-6001-38400	107.29	VACUUM CLEANER REPAIR		320642	107.29
REY ALFONSO	0010-801-4209-22310	151.69	REIMBURSE WORK BOOTS		320643	151.69
CITY OF ALHAMBRA	0010-801-3210-31950	9,909.30	FIRE TRAINING FACILITY	19-0069	320644	9,909.30
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-22320	896.81	HELMETS		5 **	
	0010-801-3210-38400	816.23	HELMETS		5 **	
	0010-801-3210-22750	578.85	PARTS FOR THERMAL IMAGER		5 **	
	0010-801-3210-38400	382.88	CMC CORDAGE METER		5 **	
	0010-801-3210-38400	431.43	CMC GREATER ALARM BAGS		5 **	
	0010-801-3210-38400	438.43	ALUMINUM FORESTRY NOZZLES		5 **	
	0010-801-3210-38400	783.69	PARTS FOR MONITOR		5 **	
						4,328.32
ALTEC INDUSTRIES, INC.	0060-801-4211-38400	3,417.29	PARTS-UNIT 022		320645	3,417.29
ARAMARK UNIFORM & CAREER APPAREL GF	0060-801-4211-22300	48.47	UNIFORM CLEANING		320646	
	0060-801-4211-22300	48.47	UNIFORM CLEANING		320646	
	0010-801-3210-39050	11.50	UNIFORM CLEANING		320646	
	0010-801-3210-39050	8.17	UNIFORM CLEANING		320646	

** Indicates an ACH-Payment transaction

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ARAMARK UNIFORM & CAREER APPAREL GF	0010-801-3210-39050	8.17	UNIFORM CLEANING		320646	
	0010-801-3210-39050	8.17	UNIFORM CLEANING		320646	
	0010-801-3210-39050	16.32	UNIFORM CLEANING		320646	149.27
ARROYO BACKGROUND INVESTIGATIONS	0010-801-3104-31950	400.00	BACKGROUND INVESTIGATIONS	19-0074	320647	
	0010-801-3104-31950	400.00	BACKGROUND INVESTIGATIONS	19-0074	320647	800.00
ASTRO PLUMBING SUPPLY CO (DBA)	0010-801-4210-23300	244.73	PRESS TEES, COUPLINGS, ELLS		320648	
	0010-801-4210-23300	430.02	PUMP		320648	
	0010-801-4210-23300	477.01	ADAPTORS, COUPLINGS, ELLS, CLAMPS		320648	
	0010-801-4210-23300	135.68	P-TRAP, ELLS, NUTS, WASHER		320648	
	0010-801-4210-23300	267.63	BALL VALVE, STRAINER-CREDIT		320648	
	0010-801-5004-91737	449.40	BOWL-CREDIT		320648	
	0010-801-5004-91737	38.45	BOWL WAX		320648	
	0010-801-5004-91737	414.33	CEMENT PATCH, FLOWISE BOWL		320648	
	0010-801-5004-91737	1,536.71	GRID DRAIN, URINAL FLUSH VALVE		320648	
	0010-801-5004-91737	667.41	FAUCETS		320648	
	0010-801-5004-91737	255.61	FILL PRESS, GAUGE VALVE, CLAMP		320648	3,482.92
ATHENS SERVICES	0043-801-4208-41200	386,590.88	REFUSE COLLECTION SERVICES		320649	386,590.88
AUTOZONE PARTS, INC.	0060-801-4211-23500	5.25	BATTERY HOLD DOWN		320650	
	0060-801-4211-23500	21.79	WHEEL NUTS		320650	
	0060-801-4211-23500	8.30	SPARK PLUGS-UNIT 102		320650	35.34
AZTEC TECHNOLOGY	0010-801-3104-38400	246.38	POLICE STORAGE CONTAINER		320651	246.38
B W GRAPHICS	0092-801-4212-21350	48.18	BUSINESS CARD-P PEREZ		320652	

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B W GRAPHICS	0092-801-4212-21350	44.90	BUSINESS CARD-S CHEUNG		320652	
	0092-801-4212-21350	44.90	BUSINESS CARD-S FONG		320652	
	0010-801-3103-38400	44.90	BUSINESS CARD-B HUNG		320652	
	0092-801-4222-39250	56.94	BUSINESS CARD-D VERA		320652	
	0010-801-1704-39250	40.52	BUSINESS CARD-H SOLOMON		320652	
	0010-801-1701-39250	38.31	BUSINESS CARD-J RIMANDO		320652	
						318.65
BAKER & TAYLOR INC	0010-801-6002-40000	7.29	BOOK(S) 1		320653	
	0010-801-6002-40000	38.78	BOOK(S) 1		320653	
	0010-801-6002-40000	33.13	BOOK(S) 1		320653	
	0010-801-6006-40000	1,609.70	BOOK(S) 143		320653	
	0010-801-6002-40000	12.92	BOOK(S) 1		320653	
	0010-801-6002-40000	76.49	BOOK(S) 2		320653	
	0010-801-6002-40000	10.61	BOOK(S) 1		320653	
	0010-801-6002-40000	96.10	BOOK(S) 4		320653	
	0010-801-6002-40000	26.51	BOOK(S) 1		320653	
	0010-801-6002-40000	28.85	BOOK(S) 1		320653	
	0010-801-6002-40000	11.24	BOOK(S) 1		320653	
	0010-801-6002-40000	228.07	BOOK(S) 13		320653	
	0010-801-6002-40000	109.54	BOOK(S) 6		320653	
	0010-801-6002-40000	456.31	BOOK(S) 20		320653	
	0010-801-6002-40000	352.97	BOOK(S) 20		320653	
	0010-801-6002-40000	35.87	BOOK(S) 2		320653	
	0010-801-6002-40000	310.75	BOOK(S) 18		320653	
	0010-801-6006-40000	21.85	BOOK(S) 3		320653	
	0010-801-6006-40000	101.98	BOOK(S) 5		320653	
	0010-801-6006-40000	26.35	BOOK(S) 2		320653	
	0010-801-6006-40000	63.32	BOOK(S) 7		320653	
	0010-801-6006-40000	31.36	BOOK(S) 3		320653	

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BAKER & TAYLOR INC	0010-801-6006-40000	43.89	BOOK(S) 4		320653	
	0010-801-6006-40000	9.93	BOOK(S) 1		320653	
	0010-801-6006-40000	22.41	BOOK(S) 2		320653	
	0010-801-6006-40000	340.24	BOOK(S) 43		320653	4,106.46
ROBERT BARRERA	0010-801-3102-22310	90.55	UNIFORM REIMBURSEMENT		320654	90.55
BEVERLY URGENT CARE, INC.	0010-801-1801-31900	715.00	PRE-EMPLOYMENT SCREENING		320655	715.00
BOB BARKER CO., INC.	0010-801-3113-22600	370.00	JAIL SUPPLIES		320656	
	0010-801-3113-22600	148.98	JAIL SUPPLIES		320656	
	0010-801-3113-22600	115.35	JAIL SUPPLIES		320656	
	0010-801-3113-22600	254.80	JAIL SUPPLIES		320656	
	0010-801-3113-22600	96.73	JAIL SUPPLIES		320656	985.86
BODYBUILDER'S DISCOUNT OUTLET, INC.	0349-801-3201-39400	3,985.00	JACOBS LADDER	19-0057	320657	3,985.00
BON XUONG VAN	0075-450-0075-08200	2,340.00	CONSTRUCTION BOND REFUND-TRUST		320658	2,340.00
BSN SPORTS (DBA)	0159-801-6507-31970	60.01	BASKETBALL NET		320659	60.01
BURRO CANYON SHOOTING PARK DBA	0010-801-3103-22750	590.00	POLICE RANGE FEES		320660	
	0010-801-3103-22750	20.00	POLICE RANGE FEES		320660	610.00
CURTIS CACCIATORI	0075-450-0075-08360	2,500.00	EE COMPUTER PROGRAM (TRUST)		320661	2,500.00
CAL.STATE LA METROLINK STATION AUTH	0166-801-4201-41100	28,000.00	METROLINK JPA ANNUAL DUES		320662	28,000.00

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CALIFORNIA FITNESS SOURCE INC	0010-801-6505-38400	150.00	FITNESS EQUIPMENT MAINTENANCE		320663	150.00
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	17.18	WATER SERVICE		320664	
	0092-801-4222-36300	42.95	WATER SERVICE		320664	
	0092-801-4222-36300	305.49	WATER SERVICE		320664	
	0092-801-4222-36300	62.93	WATER SERVICE		320664	428.55
CALOX, INC	0010-801-3220-24200	72.00	CYLINDER OXYGEN		320665	
	0010-801-3220-24200	29.75	CYLINDER OXYGEN		320665	
	0010-801-3220-24200	21.25	CYLINDER OXYGEN		320665	
	0010-801-3220-24200	52.00	CYLINDER OXYGEN		320665	
	0010-801-3220-24200	8.50	CYLINDER OXYGEN		320665	
	0010-801-3220-24200	8.50	CYLINDER OXYGEN		320665	192.00
CANON FINANCIAL SERVICES, INC.	0010-801-3115-38400	374.49	COPIER MACHINE RENTAL		320666	
	0010-801-3114-37500	1,838.37	COPIER MACHINE RENTAL		320666	
	0010-801-6505-39250	186.57	COPIER MACHINE RENTAL		320666	2,399.43
CANON SOLUTIONS AMERICA, INC	0010-801-6505-39250	290.20	COPIER MAINTENANCE		320667	290.20
DAVID CASTELLANO	0010-801-3102-22310	58.83	UNIFORM REIMBURSEMENT		320668	58.83
MARIA CEDANO	0159-701-0159-07030	144.00	REFUND RECREATION CLASS		320669	144.00
CINTAS CORPORATION NO. 3 (DBA) CINT	0010-801-6505-22150	559.99	JANITORIAL SUPPLIES-LANGLEY		320670	
	0010-801-6505-22150	1,070.98	JANITORIAL SUPPLIES-LANGLEY		320670	
	0010-801-6505-22150	596.36	JANITORIAL SUPPLIES-LANGLEY		320670	
	0010-801-6505-22150	596.36	JANITORIAL SUPPLIES-LANGLEY		320670	

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CINTAS CORPORATION NO. 3 (DBA) CINT	0010-801-3210-22150	33.09	JANITORIAL SUPPLIES-FS61		320670	
	0010-801-3210-22150	118.87	JANITORIAL SUPPLIES-FS61		320670	
	0010-801-3210-22150	118.47	JANITORIAL SUPPLIES-FS61		320670	
	0010-801-3210-22150	333.73	JANITORIAL SUPPLIES-FS61		320670	
	0010-801-3210-22150	178.06	JANITORIAL SUPPLIES-FS61		320670	
	0010-801-3210-22150	56.04	JANITORIAL SUPPLIES-FS62		320670	
	0010-801-3210-22150	56.04	JANITORIAL SUPPLIES-FS62		320670	
	0010-801-3210-22150	56.04	JANITORIAL SUPPLIES-FS62		320670	
	0010-801-3210-22150	208.90	JANITORIAL SUPPLIES-FS62		320670	
	0010-801-3210-22150	56.04	JANITORIAL SUPPLIES-FS62		320670	
	0010-801-3210-22150	57.88	JANITORIAL SUPPLIES-FS63		320670	
	0010-801-3210-22150	62.14	JANITORIAL SUPPLIES-FS63		320670	
	0010-801-3210-22150	57.88	JANITORIAL SUPPLIES-FS63		320670	
	0010-801-3210-22150	199.92	JANITORIAL SUPPLIES-FS63		320670	
	0010-801-3210-22150	57.88	JANITORIAL SUPPLIES-FS63		320670	
						4,474.67
CITY OF GLENDALE	0010-801-3104-31950	1,675.00	DNA PROCESSING	19-0034	320671	
	0010-801-3104-31950	400.00	DNA PROCESSING	19-0034	320671	
	0010-801-3104-31950	800.00	DNA PROCESSING	19-0034	320671	
						2,875.00
CITY OF GLENDALE FIRE DEPT.	0010-801-3210-32180	48,995.00	FIRE-VERDUGO DISPATCH SVCS.	19-0044	320672	
	0071-801-3210-32180	31,923.00	FIRE-VERDUGO DISPATCH SVCS.	19-0044	320672	
	0010-801-3220-32180	66,070.00	FIRE-VERDUGO DISPATCH SVCS.	19-0044	320672	
						146,988.00
CLEVERBRIDGE, INC	0010-801-1404-38400	37.60	SOFTWARE RENEWAL		320673	
						37.60
CLINICAL LABORATORY OF	0093-801-4229-31950	90.00	WATER ANALYSIS		320674	
	0093-801-4229-31950	1,459.00	WATER ANALYSIS		320674	
	0093-801-4229-31950	45.00	WATER ANALYSIS		320674	

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CLINICAL LABORATORY OF	0093-801-4229-31950	261.00	WATER ANALYSIS		320674	
	0093-801-4229-31950	15.00	WATER ANALYSIS		320674	
	0093-801-4229-31950	426.00	WATER ANALYSIS		320674	2,296.00
COLLICUTT ENERGY SERVICES INC	0010-801-4210-38100	779.76	GENERATOR REPAIR	19-0007	6 **	779.76
COMPLETE LANDSCAPE CARE, INC.	0010-801-6516-31190	1,500.00	GARVEY MEDIAN MULCH INSTALLED		320675	1,500.00
COMPRESSED AIR SPECIALITIES	0010-801-3210-38400	433.09	FIRE-AIR COMPRESSOR HOSE		320676	433.09
COMPUTER SERVICE COMPANY	0010-801-4206-38400	3,200.00	TRAFFIC SIGNAL MAINTENANCE	19-0103	320677	
	0010-801-4206-38400	4,724.67	TRAFFIC SIGNAL MAINTENANCE	19-0103	320677	
	0010-801-4206-38400	3,200.00	TRAFFIC SIGNAL MAINTENANCE	19-0103	320677	
	0010-801-4206-38400	12,403.22	TRAFFIC SIGNAL MAINTENANCE	19-0103	320677	23,527.89
COUNTY OF LOS ANGELES	0010-801-6517-41100	557.93	PEST CONTROL	19-0087	320678	557.93
	0010-801-3111-31950	9,293.32	ANIMAL CONTROL SERVICE	19-0032	320679	9,293.32
CPS HUMAN RESOURCE SERVICES (DBA)	0010-801-1801-31950	819.50	RECRUITMENT SERVICES		320680	
	0010-801-1801-31950	35.00-	RECRUITMENT SERVICES-CREDIT		320680	784.50
CURVATURE, INC DBA CURVATURE LLC	0010-801-3115-38400	544.00	SERVER MAINTENANCE	19-0036	320681	
	0010-801-3115-38400	544.00	SERVER MAINTENANCE	19-0036	320681	
	0010-801-3115-38400	544.00	SERVER MAINTENANCE	19-0036	320681	1,632.00
DAILY JOURNAL CORPORATION	0092-801-1301-34050	84.00	LEGAL NOTICE	19-0073	320682	
	0092-801-1301-34050	174.00	LEGAL NOTICE	19-0073	320682	

** Indicates an ACH-Payment transaction

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DAILY JOURNAL CORPORATION	0092-801-1301-34050	444.00	LEGAL NOTICE	19-0073	320682	702.00
DAMEWOOD CONSULTING GROUP	0010-801-1802-39400	1,275.00	EMPLOYEE SAFETY TRAINING		320683	1,275.00
DELL MARKETING LP	0060-850-4211-38400	4,656.51	STREETS COMPUTERS	18-0473	320684	22,401.06
	0042-850-4204-23700	1,552.17	STREETS COMPUTERS	18-0473	320684	
	0110-850-4202-23600	1,552.17	STREETS COMPUTERS	18-0473	320684	
	0022-850-4206-23900	1,552.18	STREETS COMPUTERS	18-0473	320684	
	0010-801-1404-22750	75.33	COMPUTERS ACCESSORY		320684	
	0010-801-1404-22750	13.79	COMPUTERS ACCESSORY		320684	
	0010-801-3115-38400	12,998.91	COMPUTERS	19-0051	320684	
DEPARTMENT OF JUSTICE	0010-801-1801-39550	320.00	FINGERPRINT PROCESSING		320685	352.00
	0010-701-0010-03710	32.00	FINGERPRINT PROCESSING		320685	
DIEGO'S AUTO REPAIR, INC	0060-801-4211-38400	550.00	REPAIR-UNIT 038		7 **	550.00
DIRECTV, LLC	0010-801-3230-32050	134.24	SERVICES AT EOC		320686	134.24
DUNN-EDWARDS CORPORATION	0010-801-4202-23950	255.58	PAINT	19-0055	320687	309.48
	0010-801-5004-91737	53.90	PAINT		320687	
EBSCO SUBSCRIPTION SERVICES	0010-801-6002-40000	126.74	LIBRARY SUBSCRIPTIONS		320688	126.74
ECHOSAT, INC.	0010-701-0010-06940	39.95	CNG STATION MERCHANT FEE		320689	79.90
	0010-701-0010-06940	39.95	CNG STATION MERCHANT FEE		320689	
DEAN N EDDOW	0159-801-6507-31910	97.97	INSTRUCTOR-RECREATION CLASS		320690	

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						97.97
EMERGENCY REPORTING	0010-801-3210-24150	7,440.00	FIRE RECORDS SYSTEM	19-0068	320691	
	0010-801-3210-24150	724.00	FIRE RECORDS SYSTEM		320691	
						8,164.00
EMERGENCY RESPONSE CRIME SCENE CLEANUP	0010-801-3103-22750	650.00	DECONTAMINATION		320692	
	0010-801-3103-22750	250.00	DECONTAMINATION		320692	
						900.00
EMPIRE CLEANING SUPPLY	0010-801-6001-22150	431.68	TOILET TISSUE, SEAT COVERS, SOAP		320693	
	0010-801-6001-22150	789.76	TOILET TISSUE, SEAT COVERS		320693	
	0178-801-6502-22150	305.87	JANITORIAL SUPPLY-BARNES POOL		320693	
	0178-801-6502-22150	461.50	JANITORIAL SUPPLY-BARNES POOL		320693	
	0178-801-6502-22150	370.71	JANITORIAL SUPPLY-BARNES GYM		320693	
	0178-801-6502-22150	308.17	JANITORIAL SUPPLY-BARNES POOL		320693	
	0010-801-3113-22600	453.19	JANITORIAL SUPPLIES-JAIL		320693	
						3,120.88
ENTERPRISE FM TRUST	0060-801-4211-37800	6,033.78	POLICE LEASED VEHICLES	19-0008	320694	
						6,033.78
ENVIROTEK CORPORATION (DBA) ENVIRONMENTAL	0010-801-4202-23950	527.05	GRAFFITI REMOVAL CHEMICALS		320695	
						527.05
GABRIEL ESCARSEGA	0010-801-3104-22310	264.32	UNIFORM REIMBURSEMENT		320696	
						264.32
F.S.O.C. LLC	0010-801-3103-22310	946.23	POLICE VEST-R CONTRERAS		320697	
	0010-801-3103-22310	799.23	POLICE VEST-V VASQUEZ01		320697	
	0470-850-5002-99325	18,213.90	POLICE TACTICAL VESTS	18-0276	320697	
	0010-801-3103-22300	83.55	POLICE TACTICAL VESTS		320697	
						20,042.91
FEDERAL EXPRESS CORP.	0010-801-3104-32200	16.83	DELIVERY SERVICES		320698	
	0010-801-1403-32200	58.92	DELIVERY SERVICES		320698	

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FEDERAL EXPRESS CORP.	0092-801-4221-32200	28.50	DELIVERY SERVICES		320698	
	0010-801-3104-32200	16.99	DELIVERY SERVICES		320698	
	0043-801-4212-32200	33.67	DELIVERY SERVICES		320698	
						154.91
FENSCO SERVICES INC	0010-801-6517-31950	389.00	FENCE REPAIR/INSTALLATION		320699	
						389.00
FILEKEEPERS, LLC	0010-801-1802-31950	192.00	STORAGE SERVICE		320700	
						192.00
FORD OF MONTEBELLO	0060-801-4211-23500	13.84	SPRAYER NOZZLES-UNIT 022		320701	
	0060-801-4211-23500	311.90	SEAT BELT-UNIT 955		320701	
	0060-801-4211-23500	74.70	SELECTOR PARTS-UNIT 057		320701	
	0060-801-4211-38400	305.11	AIR FILTER-UNIT 100		320701	
						705.55
FORENSIC NURSE RESPONSE TEAM (DBA)	0010-801-3104-39100	1,020.00	INVESTIGATION SERVICE		320702	
						1,020.00
FORWARD THINKING SYSTEMS, LLC	0109-801-6511-31180	60.00	DIAL-A-RIDE GPS SERVICE		320703	
						60.00
JOANN FRESCAS	0136-801-3101-33250	18.00	POST TRAINING		320704	
						18.00
ELEAZAR FUENTES	0075-450-0075-08530	300.00	REFUND FACILITY SECURITY-TRUST		320705	
						300.00
GALL'S, INC. (DBA) GALLS/QUARTERMASTER	0010-801-3210-22310	13.10	UNIFORMS-K TEMPLEMAN		320706	
	0010-801-3210-22310	13.10	UNIFORMS-D PARK		320706	
	0010-801-3210-22310	13.10	UNIFORMS-M LENNI		320706	
	0010-801-3210-22310	182.78	UNIFORMS-J GIN		320706	
						222.08
GALLADE CHEMICAL, INC.	0092-801-4222-23300	1,180.41	WATER CHEMICALS	19-0121	320707	
	0092-801-4222-23300	1,055.01	WATER CHEMICALS	19-0121	320707	

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GALLADE CHEMICAL, INC.	0092-801-4222-23300	590.21	WATER CHEMICALS	19-0121	320707	3,415.84
	0092-801-4222-23300	590.21	WATER CHEMICALS	19-0121	320707	
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		320708	96.00
	0010-801-3113-22600	24.00	PHYSICAL		320708	
	0010-801-3113-22600	24.00	PHYSICAL		320708	
	0010-801-3113-22600	24.00	PHYSICAL		320708	
GARVEY EQUIPMENT COMPANY	0010-801-6517-23050	170.82	VBELT, REMUDA, CYCLE OIL	19-0097	320709	533.63
	0010-801-6517-23050	131.07	MULCH BLADE	19-0097	320709	
	0010-801-6517-23050	122.46	SPK JULCHING BLADE	19-0097	320709	
	0060-801-4211-23500	81.60	THROTTLE CABLE, CHOKE CABLE		320709	
	0060-801-4211-23500	27.68	CAUTION MARK, COOLING FAN		320709	
GOLDEN STAR TECHNOLOGY INC/DBA: GST	0010-850-1404-31700	1,970.64	NETWORK SOFTWARE RENEWAL		8 **	1,970.64
GRICELDA GOMEZ	0010-801-3210-39050	17.96	UNIFORM CLEANING		320710	86.82
	0010-801-3210-39050	14.97	UNIFORM CLEANING		320710	
	0010-801-3210-39050	5.99	UNIFORM CLEANING		320710	
	0010-801-3210-39050	14.97	UNIFORM CLEANING		320710	
	0010-801-3210-39050	17.96	UNIFORM CLEANING		320710	
	0010-801-3210-39050	14.97	UNIFORM CLEANING		320710	
GOOD BROTHERS GARDEN LLC	0010-701-0010-02010	50.00	REFUND BUSINESS LICENSE FEE		320711	115.70
	0077-701-0077-02110	65.70	REFUND BID FEE		320711	
	0010-701-0010-06850	238.00	REFUND INDUSTRIAL WASTE FEE		320712	238.00

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GOVCONNECTION INC.	0010-801-3102-38400	832.79	PRINTER		320713	
	0010-801-3102-38400	44.07	CARD READERS		320713	
	0010-801-1404-22750	44.07	USB DRIVE, CARD READER		320713	
	0010-801-1404-22750	21.85	CARD READER		320713	
	0010-801-1404-22750	837.47	HARD DRIVE		320713	
						1,780.25
GOVERNMENT FINANCE OFFICERS	0010-801-1403-39350	50.00	GAAFR REVIEW NEWSLETTER		320714	
						50.00
GRAINGER	0010-801-4202-23950	905.33	RESPIRATOR MASKS, FILTERS		320715	
	0010-801-6517-22300	169.73	EAR PLUGS		320715	
						1,075.06
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-23500	984.90	TIRES-UNIT 090	19-0020	320716	
	0060-801-4211-23500	479.61	TIRES	19-0020	320716	
						1,464.51
GREY WALL SOFTWARE LLC (DBA) VEOCI.	0010-801-3230-24150	8,326.00	EMERGENCY MANAGEMENT SOFTWARE	19-0120	9 **	
						8,326.00
GRM INFORMATION MANAGEMENT	0063-801-5004-99068	104.31	DOCUMENT SYSTEM SERVICES	19-0118	320717	
	0063-801-5004-99068	110.45	DOCUMENT SYSTEM SERVICES	19-0118	320717	
	0010-801-1802-38400	100.91	DOCUMENT SYSTEM SERVICES	19-0118	320717	
	0010-801-1802-38400	202.03	DOCUMENT SYSTEM SERVICES	19-0118	320717	
	0010-801-1301-31950	781.00	DOCUMENT SYSTEM SERVICES	19-0118	320717	
	0010-801-1301-31950	793.00	DOCUMENT SYSTEM SERVICES	19-0118	320717	
	0092-801-1301-31950	36.17	DOCUMENT SYSTEM SERVICES	19-0118	320717	
	0092-801-1301-31950	36.17	DOCUMENT SYSTEM SERVICES	19-0118	320717	
	0010-801-1802-38400	277.05	DOCUMENT SYSTEM SERVICES	19-0012	320717	
						2,441.09
SAMUEL JIE GUO	0159-801-6507-31910	8,828.30	INSTRUCTOR-RECREATION CLASS		320718	
						8,828.30

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H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	152.69	BREAK PAD		320719	
	0060-801-4211-23500	25.34	AIR FILTERS		320719	
	0060-801-4211-23500	152.21	FRONT ROTORS-UNIT 124		320719	
						330.24
HAAKER EQUIPMENT COMPANY	0042-801-4204-54350	2,671.80	VLOC PRO RECEIVER		10 **	
						2,671.80
HACH COMPANY (AKA ELE	0092-801-4222-23700	559.50	COLORIMETER ASSY		320720	
						559.50
DAVID HAKIM	0075-450-0075-08630	300.00	REFUND FACILITY DEPOSIT(TRUST)		320721	
						300.00
MATT HALLOCK	0349-801-3201-39400	158.74	FIRE CHIEFS EXE OFFICER ACADEM		320722	
						158.74
HANSON AGGREGATES	0110-801-4202-23600	615.20	ASPHALT		320723	
	0110-801-4202-23600	587.03	ASPHALT		320723	
						1,202.23
HARDY & HARPER, INC	0110-850-5003-91943	41,986.37	STREET RESURFACING	18-0340	320724	
						41,986.37
HAROLD'S KEY SHOP, INC.	0010-801-4210-23050	12.05	KEY/LOCK SERVICES		11 **	
	0010-801-4210-23050	193.80	KEY/LOCK SERVICES		11 **	
	0010-801-4210-23050	9.03	KEY/LOCK SERVICES		11 **	
						214.88
HOLLIDAY ROCK CO INC	0110-801-4202-23600	560.41	WASHED CONSTRUCTION SAND		320725	
						560.41
HOME DEPOT CREDIT SERVICES	0010-801-6503-38100	121.44	HOSE, COUPLER, VALVE ADAPTERS		320726	
	0010-801-6503-38100	94.80	HOSE-CREDIT		320726	
	0010-801-6503-22150	66.06	BRUSH, NOZZLE		320726	
	0010-801-6517-23100	217.12	SHOVELS, SCOOPS, BATTERIES		320726	
	0010-801-6517-23100	16.32	CONCRETE	19-0096	320726	

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HOME DEPOT CREDIT SERVICES	0010-801-6517-23100	223.14	SPREADER, HOSE, BRASS COPLNG	19-0096	320726	
	0010-801-6517-23100	117.41	POTTING MIX	19-0096	320726	
	0010-801-6517-23100	49.65	AIR FRESHENER, CATHARANTHUS	19-0096	320726	
	0010-801-3210-38400	13.65	SPRINKLERS		320726	
	0010-801-3210-38400	166.40	VINCA PLANTS		320726	
	0010-801-3210-38400	87.56	PATIO TREES		320726	
	0010-801-3210-38100	336.43	PAINT, SUPPLIES		320726	
	0010-801-4210-23050	26.19	FLEXI DIPS, SPRAY PAINT		320726	
	0010-801-4210-23050	57.38	WELDABLE SHEET		320726	
	0010-801-4210-23050	357.75	PADLOCK, CLEAR WELD, GLOVE		320726	
	0010-801-4210-23050	108.85	CLEAR SEAL, HINGES, DRYWALL		320726	
	0010-801-4210-23050	257.12	FRACTIONAL TAPE, DRILL, HOLE SAW		320726	
	0010-801-4210-23050	130.03	FLY TRAPS, POLY ROPE, PVC		320726	
	0010-801-4210-23050	71.83	BARNES GYM DOORS		320726	
	0010-801-4210-23050	327.73	TOILET, WRENCH SET, PLIER		320726	
	0010-801-5004-91737	210.33	SPRAY SHIELD, PLYWOOD, BUCKET		320726	
	0010-801-5004-91737	117.21	WALL TEXTURE-CREDIT		320726	
	0010-801-5004-91737	560.87	PRIMER, COVERALL, GROUT BRUSHES		320726	
	0010-801-5004-91737	19.26	RESPIRATORS, SPRAY HOOD		320726	
	0010-801-5004-91737	21.77	SHEDLESS KNIT		320726	
	0010-801-5004-91737	35.02	MASKING TAPE		320726	
	0010-801-5004-91737	38.26	BLADES		320726	
	0010-801-5004-91737	185.06	HANDLE DRILL		320726	
	0010-801-5004-91737	100.48	FLOOR SCRAP, PAIL, SANDPAPER		320726	
	0010-801-5004-91737	477.34	COMMON BOARDS		320726	
	0010-801-5004-91737	266.99	ACCESS DOOR, CORK FORM, SEAL		320726	
	0010-801-5004-91737	61.09	COUNTERGAUGE, ADHESIVE		320726	
	0010-801-5004-91737	358.21	PUTTY, BRUSHES, TRAYS, CLAMPS		320726	
	0010-801-5004-91737	6,025.96	LUMBER	19-0083	320726	

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HOME DEPOT CREDIT SERVICES	0010-801-5004-91737	6,981.37	LUMBER	19-0083	320726	
	0010-801-5004-91737	115.91	TEXTURE SPRAYER RENTAL	19-0083	320726	
	0010-801-5004-91737	125.47	PAINT SPRAYER RENTAL	19-0083	320726	
	0010-801-5004-91737	32.78	HAND SANDER, SAND SCREENS	19-0083	320726	
	0010-801-5004-91737	469.89	PRINT REMOVER, TAPES, MOULDING	19-0083	320726	
	0010-801-5004-91737	163.16	FLEXI HVLOP		320726	
	0010-801-5004-91737	93.72	VALVE JOINT		320726	
	0010-801-5004-91737	70.75	PLUMBERS PUTTY, MOULDING		320726	
	0010-801-5004-91737	40.77	EXTENDABLE ROLLER		320726	
	0010-801-5004-91737	89.95	WALL PATCH, OUTLET DOOR STRIP		320726	
	0010-801-5004-91737	135.29	PRIME SLAB		320726	
	0010-801-5004-91737	1,309.96	EXT CORD, KNIVES, HAMMER, DRILL		320726	
	0010-801-5004-91737	17.45	JABSAW		320726	
	0010-801-5004-91737	211.14	MOULDING, HAND RAIL, SPONGE		320726	
	0010-801-5004-91737	400.74	BUCKET, LUMBER, SPREADER		320726	
	0010-801-5004-91737	480.30	PUSH PLATES, DOOR LOCKS, HINGES		320726	
	0010-801-5004-91737	333.33	CEILING COVERS, PAINT REMOVER		320726	
	0010-801-5004-91737	20.66	REMNANT		320726	
	0010-801-5004-91737	211.91	MOULDING, SCREWS, SHIMS, LUMBER		320726	
	0010-801-5004-91737	530.48	LUMBER, MOULDING, BOARDS, TAPE		320726	
						22,735.72
TONY TRAN HUYNH	0136-801-3101-33250	18.00	POST TRAINING		320727	
						18.00
INDUSTRIAL PIPE & STEEL	0092-801-4222-23700	239.16	PIPE, CUTTING		320728	
						239.16
INTERLINE BRANDS INC (DBA) SUPPLYWC	0010-801-4210-22150	947.65	JANITORIAL SUPPLIES-YARD		320729	
	0010-801-4202-23950	1,431.22	JANITORIAL SUPPLIES-YARD		320729	
						2,378.87
IRON MOUNTAIN OFF-SITE DATA	0010-850-1404-31700	339.14	COMPUTER DATA STORAGE		320730	

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						339.14
SHELLY MARIE ISHIDA	0159-801-6507-31910	701.51	INSTRUCTOR-RECREATION CLASS		320731	701.51
ITS BOBATIME	0010-701-0010-06850	756.00	REFUND INDUSTRIAL WASTE FEE		320732	
	0010-701-0010-06850	638.00	REFUND INDUSTRIAL WASTE FEE		320732	1,394.00
IZZY FLORES JR.	0010-801-3103-22310	131.89	UNIFORM REIMBURSEMENT		320733	131.89
JAMES P. RODINO (DBA) INVESTIGATIVE	0010-801-3104-31950	140.00	BACKGROUND INVESTIGATIONS	19-0030	320734	140.00
JEANINE CARR (DBA) TIPPI TOES WEST	0159-801-6507-31910	1,663.12	INSTRUCTOR-RECREATION CLASS		320735	1,663.12
JEDA WORKS (DBA) HOUSING PROGRAMS	0152-801-2206-31850	55.25	HOUSING REHAB SERVICES	19-0084	320736	
	0169-801-2201-31850	9.75	CDBG REHAB SERVICES	19-0084	320736	
	0152-801-2206-31850	442.00	HOUSING REHAB SERVICES	19-0084	320736	
	0169-801-2201-31850	78.00	CDBG REHAB SERVICES	19-0084	320736	
	0152-801-2206-31850	552.50	HOUSING REHAB SERVICES	19-0084	320736	
	0169-801-2201-31850	97.50	CDBG REHAB SERVICES	19-0084	320736	
	0152-801-2206-31850	331.50	HOUSING REHAB SERVICES	19-0084	320736	
	0169-801-2201-31850	58.50	CDBG REHAB SERVICES	19-0084	320736	
	0152-801-2206-31850	442.00	HOUSING REHAB SERVICES	19-0084	320736	
	0169-801-2201-31850	78.00	CDBG REHAB SERVICES	19-0084	320736	
	0152-801-2206-31850	55.25	HOUSING REHAB SERVICES	19-0084	320736	
	0169-801-2201-31850	9.75	CDBG REHAB SERVICES	19-0084	320736	
	0152-801-2206-31850	552.50	HOUSING REHAB SERVICES	19-0084	320736	
	0169-801-2201-31850	97.50	CDBG REHAB SERVICES	19-0084	320736	
	0152-801-2206-31850	110.50	HOUSING REHAB SERVICES	19-0084	320736	
	0169-801-2201-31850	19.50	CDBG REHAB SERVICES	19-0084	320736	

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JEDA WORKS (DBA) HOUSING PROGRAMS	0152-801-2206-31850	193.37	HOUSING REHAB SERVICES	19-0084	320736	
	0169-801-2201-31850	34.13	CDBG REHAB SERVICES	19-0084	320736	
	0152-801-2206-31850	607.75	HOUSING REHAB SERVICES	19-0084	320736	
	0169-801-2201-31850	107.25	CDBG REHAB SERVICES	19-0084	320736	
	0152-801-2206-31850	221.00	HOUSING REHAB SERVICES	19-0084	320736	
	0169-801-2201-31850	39.00	CDBG REHAB SERVICES	19-0084	320736	
	0152-801-2206-31850	966.87	HOUSING REHAB SERVICES	19-0084	320736	
	0169-801-2201-31850	170.63	CDBG REHAB SERVICES	19-0084	320736	
	0152-801-2206-31850	110.50	HOUSING REHAB SERVICES	19-0084	320736	
	0169-801-2201-31850	19.50	CDBG REHAB SERVICES	19-0084	320736	
						5,460.00
JHM SUPPLY INC	0176-801-6516-23300	114.35	IRRIGATION REPAIRS	19-0094	12 **	114.35
JONAMERICA, LLC	0010-701-0010-06100	1,086.00	REFUND PLAN CHECK FEE		320737	1,086.00
JSE EMERGENCY MEDICAL GROUP, INC	0010-801-3220-31950	1,000.00	MEDICAL DIRECTOR SERVICES	19-0105	320738	
	0010-801-3220-31950	1,000.00	MEDICAL DIRECTOR SERVICES	19-0105	320738	
						2,000.00
RICHARD KAGEYAMA	0159-801-6507-31910	174.33	INSTRUCTOR-RECREATION CLASS		320739	174.33
GABRIELA KASANJIAN	0159-801-6507-31910	44.68	INSTRUCTOR-RECREATION CLASS		320740	
	0159-801-6507-31910	19.25	SCMAF INSURANCE		320740	
						25.43
KEN YIT	0010-701-0010-06330	162.00	REFUND FIRE PLAN CHECK FEE		320741	162.00
KEYSTONE UNIFORM CENTERS	0010-801-3112-22310	129.10	UNIFORMS-V CARTE		320742	
	0010-801-3112-22310	10.95	UNIFORMS-V CARTER		320742	
	0010-801-3101-22320	87.55	UNIFORMS-F DEANDA		320742	

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KEYSTONE UNIFORM CENTERS	0071-801-3120-22310	325.05	UNIFORMS-P YNIGUEZ		320742	
	0010-801-3103-22310	19.71	UNIFORMS-A MENA		320742	
	0010-801-3103-22310	112.73	UNIFORMS-O NUNEZ		320742	
	0010-850-5002-88550	7,964.33	UNIFORMS-HONOR GUARD	18-0391	320742	8,649.42
ERIC KIM	0010-801-3103-22310	654.94	UNIFORM REIMBURSEMENT		320743	654.94
CHUNG YIN KOK	0010-701-0010-02010	87.50	REFUND BUSINESS LICENSE FEE		320744	87.50
	0010-701-0010-06370	53.04	REFUND CERT OF OCCUPANCY		320745	53.04
KRONOS INCORPORATED	0010-801-3210-24150	4,442.22	FIRE-TELESTAFF SOFTWARE	19-0003	13 **	4,442.22
L.A. COUNTY FIRE DEPARTMENT	0010-801-6502-31950	440.00	HAZARDOUS MATERIAL PERMIT		320746	
	0010-801-6502-31950	440.00	HAZARDOUS MATERIAL PERMIT		320746	880.00
L3 TECHNOLOGIES MOBILE-VISION, INC	0010-801-3103-38400	2,496.67	DOCKING STATION,ANTENNA,BATTER		320747	2,496.67
LANGUAGE LINE SERVICES	0010-801-3112-32050	43.24	INTERPRETATION SERVICES		320748	43.24
LASERLOCK SPECIALTIES, INC	0160-801-4211-54060	432.00	LASER HOLSTER,CITEBOOK HOLDER		320749	432.00
LEACH MOUNCE ARCHITECTS	0010-850-5002-96089	3,990.00	PD LOCKER ROOM ARCHITECTURAL	17-0384	320750	3,990.00
LEADER INDUSTRIES	0060-801-4211-23500	200.18	PARTS-UNIT 100/RA63		320751	200.18
KENNETH LEASURE	0349-801-3201-39400	158.74	FIRE TRAINING		320752	158.74

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LEHR AUTO ELECTRIC (CA CORP) STOMME	0160-850-5004-99323	485.70	INSTALLATION LABOR-UNIT 142	17-0342	320753	826.04
	0160-850-5004-99323	340.34	POWER ADAPTER	17-0342	320753	
LIEBERT CASSIDY WHITMORE	0010-801-1801-39400	3,305.00	ERC MEMBERSHIP	19-0042	320754	29,374.90
	0062-801-5101-31600	108.00	CT PRE-LITIGATION		320754	
	0062-801-5101-31600	15,723.65	CT LITIGATION		320754	
	0010-801-1801-31951	162.00	IS APPEAL TERM		320754	
	0010-801-1801-31955	583.00	NR DISCIPLINE		320754	
	0010-801-1601-31600	740.00	FLSA PAY AUDIT		320754	
	0010-801-1601-31600	702.00	FF ASSO MOU REVIEW		320754	
	0010-801-1601-31600	2,555.20	SEIU 721		320754	
	0043-801-1601-31600	5,496.05	GENERAL LEGAL SERVICES		320754	
LIFE-ASSIST INC	0010-801-3220-22350	209.40	FIRE MEDICAL SUPPLIES	19-0039	320755	8,022.80
	0010-801-3220-22350	785.75	FIRE MEDICAL SUPPLIES	19-0039	320755	
	0010-801-3220-24200	3,093.41	FIRE MEDICAL SUPPLIES	19-0039	320755	
	0010-801-3220-24200	1,242.39	FIRE MEDICAL SUPPLIES	19-0039	320755	
	0010-801-3220-24200	2,733.87	FIRE MEDICAL SUPPLIES	19-0039	320755	
	0010-801-3220-24200	100.92-	FIRE MEDICAL SUPPLIES-CREDIT	19-0039	320755	
	0010-801-3220-22350	58.90	FIRE MEDICAL SUPPLIES	19-0039	320755	
THE LIGHTHOUSE INC (DBA)	0060-801-4211-23500	81.16	BULBS		320756	81.16
LINCOLN EQUIPMENT INC.	0178-801-6503-23050	1,036.69	LIQUID CHLORINE,MURIATIC ACID		320757	
	0010-801-6503-23050	480.16	LIQUID CHLORINE,MURIATIC ACID	19-0049	320757	
	0010-801-6503-23050	845.34	LIQUID CHLORINE,MURIATIC ACID	19-0049	320757	
	0010-801-6503-23050	528.17	LIQUID CHLORINE,MURIATIC ACID	19-0049	320757	
	0010-801-6503-23050	651.53	LIQUID CHLORINE,MURIATIC ACID	19-0049	320757	
	0010-801-6503-23050	614.86	LIQUID CHLORINE,MURIATIC ACID	19-0049	320757	

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LINCOLN EQUIPMENT INC.	0010-801-6503-23050	394.12	LIQUID CHLORINE,MURIATIC ACID	19-0049	320757	
	0010-801-6503-23050	490.29	LIQUID CHLORINE,MURIATIC ACID	19-0049	320757	
	0010-801-6503-23050	612.05	LIQUID CHLORINE,MURIATIC ACID	19-0049	320757	
						5,653.21
LONG BEACH BMW MOTORCYCLES (DBA)	0060-801-4211-38400	155.25	MODIFY SHOTGUN MOUNT-UNIT 141		320758	
	0060-801-4211-38400	51.75-	MODIFY SHOTGUN MOUNT-CREDIT		320758	
	0060-801-4211-38400	932.20	SERVICES-UNIT 096		320758	
	0060-801-4211-38400	748.40	SERVICES-UNIT 047		320758	
	0060-801-4211-38400	808.77	SERVICES-UNIT 104		320758	
						2,592.87
LOOMIS ARMORED US, INC.	0010-801-1403-31950	555.91	ARMORED CARRIER SERVICE		320759	
						555.91
LOS ANGELES COUNTY DISTRICT	0010-801-3104-39100	2,115.80	LEGAL SERVICES		320760	
						2,115.80
LOS ANGELES COUNTY FIRE DEPT.	0060-801-3210-38400	60,554.05	REPAIRS-UNIT 950,098,250,984	19-0046	320761	
	0060-801-3210-38400	2,335.42	REPAIRS-UNIT 950,250,984,856	19-0046	320761	
						62,889.47
LOS ANGELES COUNTY SHERIFF'S DEPART	0010-801-3113-22600	929.55	INMATE MEALS SERVICES	19-0037	320762	
						929.55
LOS ANGELES TIMES	0010-801-3113-22600	515.56	SUBSCRIPTION		320763	
						515.56
LOUIE LOIZU (DBA) COLOR NEW CO.	0010-850-5004-96092	2,260.00	DAY CARE CLASSROOMS REPAINTING	18-0393	320764	
						2,260.00
LYNN PEAVEY COMPANY	0010-801-3103-22750	143.39	EVIDENCE SUPPLIES		320765	
						143.39
MAGIC TOUCH CARWASH, INC	0060-801-4211-38400	1,590.00	CAR WASHES		320766	
	0060-801-4211-38400	1,800.00	CAR WASHES		320766	
						3,390.00

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MAK FIRE PROTECTION ENGINEERING & C	0010-801-3205-31950	251.00	FIRE PLAN CHECK	19-0112	320767	
	0010-801-3205-31950	463.00	FIRE PLAN CHECK	19-0112	320767	
	0010-801-3205-31950	170.00	FIRE PLAN CHECK	19-0112	320767	
	0010-801-3205-31950	399.00	FIRE PLAN CHECK	19-0112	320767	
	0010-801-3205-31950	170.00	FIRE PLAN CHECK	19-0112	320767	
	0010-801-3205-31950	123.00	FIRE PLAN CHECK	19-0112	320767	
	0010-801-3205-31950	355.00	FIRE PLAN CHECK	19-0112	320767	
	0010-801-3205-31950	3,949.72	FIRE PLAN CHECK	19-0112	320767	
	0010-801-3205-31950	189.00	FIRE PLAN CHECK	19-0112	320767	
	0010-801-3205-31950	255.00	FIRE PLAN CHECK	19-0112	320767	
	0010-801-3205-31950	170.00	FIRE PLAN CHECK	19-0112	320767	
	0010-801-3205-31950	255.00	FIRE PLAN CHECK	19-0112	320767	
						6,749.72
	0010-801-3205-31950	101.00	FIRE PLAN CHECK	19-0112	320768	
						101.00
MARCIVE, INC	0010-801-6003-38400	1,141.58	LIBRARY SUBSCRIPTION		14 **	1,141.58
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23700	48.00	WATER-PARTS, SUPPLIES, TOOLS		15 **	
	0092-801-4222-23700	93.11	WATER-PARTS, SUPPLIES, TOOLS		15 **	
	0092-801-4222-23700	180.96	WATER-PARTS, SUPPLIES, TOOLS		15 **	
	0092-801-4222-23700	313.24	WATER PARTS, SUPPLIES		15 **	
	0092-801-4222-23700	232.30	WATER-PARTS, SUPPLIES, TOOLS		15 **	
	0092-801-4222-23700	56.84	WATER-PARTS, SUPPLIES, TOOLS		15 **	
	0092-801-4222-23700	35.43	WATER-PARTS, SUPPLIES, TOOLS		15 **	
	0092-801-4222-23700	126.68	WATER-PARTS, SUPPLIES, TOOLS		15 **	
	0092-801-4222-23700	96.23	PARKS-PARTS, SUPPLIES, TOOLS		15 **	
	0092-801-4222-23700	752.57	PARKS-PARTS, SUPPLIES, TOOLS		15 **	
	0092-801-4222-23700	37.35	PARKS-PARTS, SUPPLIES, TOOLS		15 **	
	0092-801-4222-23400	35.77-	WATER-CREDIT		15 **	

** Indicates an ACH-Payment transaction

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MCMASTER-CARR SUPPLY CO.	0092-801-4222-23400	12.06	WATER-PARTS, SUPPLIES, TOOLS		15 **	
	0092-801-4222-23400	210.14	WATER-PARTS, SUPPLIES, TOOLS		15 **	
	0092-801-4222-23400	12.06	WATER-PARTS, SUPPLIES, TOOLS		15 **	
						2,171.20
MCNEILL SECURITY AND FIRE SYSTEMS (	0092-801-4222-31950	644.81	ALARM SERVICES		320769	
						644.81
MERCEDES SORIANO	0159-801-6507-31910	868.76	INSTRUCTOR-RECREATION CLASS		320770	
						868.76
METRON-FARNIER, LLC	0092-801-4223-23300	47,219.09	WATER METERS	19-0122	320771	
	0092-801-4223-23300	1,366.25	WATER METERS PARTS	19-0122	320771	
	0092-801-4223-23350	2,368.64	WATER METERS PARTS	19-0122	320771	
						50,953.98
	0092-801-4223-23300	6,414.66	WATER METERS PARTS	19-0122	320772	
						6,414.66
MIDORI GARDENS	0344-801-5002-99290	2,790.00	LANDSCAPE SERVICES	19-0098	320773	
	0344-801-5002-99290	2,790.00	LANDSCAPE SERVICES	19-0098	320773	
						5,580.00
REBECCA MINOR	0010-801-3104-22310	618.83	UNIFORM REIMBURSEMENT		320774	
						618.83
MISSION SUPER HARDWARE	0010-801-6517-23050	47.16	PARKS-TOOLS, SUPPLIES		320775	
	0010-801-6517-23050	13.56	PARKS-TOOLS, SUPPLIES		320775	
	0344-801-5002-99290	7.65	PARKS-TOOLS, SUPPLIES		320775	
	0010-801-6517-23050	27.45	PARKS-TOOLS, SUPPLIES		320775	
	0010-801-6517-23050	16.41	PARKS-TOOLS, SUPPLIES		320775	
	0010-801-6517-23050	47.16	PARKS-TOOLS, SUPPLIES		320775	
	0010-801-6517-23050	11.80	PARKS-TOOLS, SUPPLIES		320775	
	0010-801-6517-23050	88.28	PARKS-TOOLS, SUPPLIES		320775	
	0010-801-3210-38400	89.58	FIRE-TOOLS, SUPPLIES		320775	

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MISSION SUPER HARDWARE	0010-801-3210-24100	30.58	FIRE-TOOLS, SUPPLIES		320775	
	0010-801-3210-38100	7.98	FIRE-TOOLS, SUPPLIES		320775	
						387.61
MARGARET MKRTICHIAN	0075-450-0075-08360	1,302.19	EE COMPUTER PROGRAM (TRUST)		320776	
						1,302.19
MOTOPOST USA	0010-850-3102-22300	2,500.00	MOTORCYCLE SAFETY JACKET	18-0392	320777	
	0010-850-3102-38400	500.00	MOTORCYCLE SAFETY JACKET	18-0392	320777	
	0010-850-3102-39250	1,405.70	MOTORCYCLE SAFETY JACKET	18-0392	320777	
						4,405.70
MOTOROLA SOLUTIONS C/O ADVANCED ELE	0470-850-5002-99326	78,609.60	POLICE RADIO EQUIPMENT	18-0195	320778	
						78,609.60
MOTOROLA SOLUTIONS, INC	0010-801-3112-38400	125,520.24	POLICE COMMUNICATIONS SERVICES	19-0048	320779	
						125,520.24
MOUNTAIN VIEW POOL REMODELING	0010-850-5004-91738	21,327.50	ELDER POOL REPLASTERING	18-0459	320780	
	0010-801-5004-91738	709.83	BARNES POOL REPLASTERING		320780	
						22,037.33
MR. ROOTER PLUMBING (DBA)	0010-801-4210-38100	1,150.00	PLUMBING SERVICES		320781	
	0010-801-4210-38100	185.00	PLUMBING SERVICES		320781	
	0010-801-4210-38100	740.00	PLUMBING SERVICES		320781	
	0010-801-6517-31950	185.00	PLUMBING SERVICES		320781	
						2,260.00
MUSIC GEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		320782	
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		320782	
						380.00
MARGARET NALBANDIAN	0159-801-6507-31910	1,304.42	INSTRUCTOR-RECREATION CLASS		320783	
						1,304.42
NAVARRO'S TOWING	0060-801-4211-38400	25.00	TOWING SERVICES		320784	
	0060-801-4211-38400	85.00	TOWING SERVICES		320784	

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						110.00
NETWORK INNOVATIONS US INC.	0010-801-3230-32050	35.41	EOC SATELLITE PHONE SERVICE		320785	35.41
NEW READERS PRESS	0445-801-6005-40000	1,121.88	BOOK(S) 100		320786	1,121.88
LINA NGUYEN	0010-801-1801-39400	112.15	TUITION REIMBURSEMENT		320787	112.15
NIXON-EGLI EQUIPMENT COMPANY	0060-801-4211-38400	1,383.08	ASPHALT TRUCK SERVICE-UNIT 091		320788	1,383.08
NORTH STAR GRAPHICS (DBA)	0010-801-3103-38400	786.50	POLICE VEHICLE GRAPHICS		320789	786.50
O'REILLY AUTO PARTS	0060-801-4211-22250	109.50	LUBRICANTS		320790	109.50
BARBARA HAZAMA OAK	0010-701-0010-08025	8.00	REFUND LANGLEY TRIP		320791	148.00
	0159-801-6507-31910	140.00	REFUND LANGLEY TRIP		320791	
OCLC, INC	0010-801-6003-31700	1,148.27	LIBRARY CATALOGING SERVICE		320792	1,148.27
OFFICE DEPOT INC.	0010-801-1407-21250	43.32	PAPER		320793	
	0010-801-6502-21250	43.32	PAPER		320793	
	0010-801-1801-21250	43.32	PAPER		320793	
	0010-801-1406-21250	18.71	PAPER		320793	
	0010-801-6517-21350	66.44	MOUSE PAD	19-0089	320793	
	0010-801-6517-21350	368.48	CHAIR	19-0089	320793	
	0010-801-6517-21350	14.44	CABLE	19-0089	320793	
	0010-801-6517-21350	73.89	CLIP DISH,CARD FILE	19-0089	320793	
	0010-801-6517-21350	4.36	CARD FILE REFILL	19-0089	320793	
	0010-801-6517-21350	214.08	INK REFILLS	19-0089	320793	

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OFFICE DEPOT INC.	0010-801-6517-21350	88.47	INK REFILLS	19-0089	320793	
	0010-801-6517-21350	41.39	PAPER	19-0089	320793	
	0010-801-6517-21350	16.11	MOUSE PAD	19-0089	320793	
	0010-801-6517-21350	169.71	PRINTER	19-0089	320793	
	0010-801-6517-21350	84.16	WRIST REST	19-0089	320793	
	0010-801-6517-21350	98.36	KEYBOARD, MOUSE PADS	19-0089	320793	
	0010-801-1407-21250	20.08	PAPER		320793	
	0010-801-6502-21250	20.08	PAPER		320793	
	0010-801-1801-21250	20.08	PAPER		320793	
	0010-801-1407-21350	73.69	PAPER		320793	
	0010-801-4212-21250	399.86	PENS, ROLLER FILE, FRESHENER		320793	
	0010-801-3201-21350	42.56	DRY ERASE MARKER, TAPE	19-0090	320793	
	0010-801-3201-21250	41.00	PAPER	19-0090	320793	
	0010-801-3114-21350	1,037.33	NOTE, PAPER, INK, TONER, DESK PAD		320793	
	0010-801-3114-21350	84.03	CARD HOLDER		320793	
	0010-801-3115-38400	298.28	USB FLASH DRIVE		320793	
	0010-801-3115-38400	407.23	USB FLASH DRIVE		320793	
	0010-801-3114-21350	16.11	MOUSE PAD		320793	
	0010-801-3115-38400	305.40	USB FLASH DRIVE		320793	
	0010-801-3114-21350	295.83	TONER		320793	
	0010-801-3114-21350	105.99	TONER		320793	
	0010-801-6502-21250	17.24	STAPLER-CREDIT		320793	
	0010-801-6502-21250	54.63	TAPE		320793	
	0010-801-6502-21250	40.71	INSTAVIEW		320793	
	0010-801-6502-21250	59.32	STAPLER		320793	
	0010-801-6508-21250	62.84	STAPLER, TAPE		320793	
	0010-801-6508-21250	3.82	PEN		320793	
	0010-801-6508-21250	173.85	PEN, PAPER, BATTERY, RUBBER BAND		320793	
	0010-801-1704-21350	60.04	BATTERY, WATER, NOTE PAD		320793	

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OFFICE DEPOT INC.	0010-801-6001-21350	67.49	PAPER CLIPS,PENS,STENO BOOKS		320793	
	0010-801-6006-22450	46.34	DESK PLANNER,TAPE		320793	
	0010-801-6001-21350	44.85	PAPER		320793	
	0010-801-6006-22450	22.07	LABELER TAPE,SANITIZER		320793	
	0010-801-6001-22150	44.07	LABELER TAPE,SANITIZER		320793	
						5,218.90
OFFICE SOLUTIONS	0010-801-1703-24100	38.31	LAMINATOR		320794	
	0010-801-1703-21350	251.21	PENS, LETTER PAD,WIPES,GLOVES		320794	
	0010-801-1703-21350	6.02	BATTERIES		320794	
	0010-801-1702-21300	151.68	PAPER		320794	
	0010-801-1407-21350	129.11	PRINTER RIBBON		320794	
	0010-801-1301-21250	80.99	PAPER		320794	
						657.32
NELSON ONG	0159-801-6507-31910	68.12	INSTRUCTOR-RECREATION CLASS		320795	
						68.12
PETER PALOMINO	0010-801-3103-22310	38.33	UNIFORM REIMBURSEMENT		320796	
						38.33
PARKHOUSE TIRE, INC.	0060-801-4211-23500	3,373.53	TIRES		320797	
						3,373.53
PIRTEK COMMERCE SOUTH (DBA)	0060-801-4211-38400	503.31	REPAIR-UNIT 099		320798	
						503.31
PREFERRED ALLIANCE INC	0010-801-1801-31900	85.28	DRIVER TESTING		320799	
						85.28
PRISCILA DAVILA & ASSOCIATES, INC.	0169-801-2201-31850	1,608.75	CDBG REHABILITATION CONSULTING	19-0126	320800	
						1,608.75
PROFORCE LAW ENFORCEMENT (DBA)	0010-850-5002-99328	2,706.84	POLICE HOLSTER	18-0477	320801	
	0010-850-5002-99328	563.93	POLICE HOLSTER	18-0477	320801	
	0010-850-5002-99328	1,804.56	POLICE HOLSTER	18-0477	320801	

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						5,075.33
PROSOURCE FACILITY SUPPLY	0092-801-1407-38250	552.16	TOWELS,BATH TISSUE		320802	552.16
PYRO-COMM SYSTEMS, INC	0010-801-6001-38400	185.00	LIBRARY ELEVATOR RECALL TEST		320803	185.00
QUINN COMPANY	0060-801-4211-38400	2,750.39	LOADER-UNIT 018		320804	2,750.39
R S D REFRIGERATION	0010-801-3210-38400	86.72	CARTRIDGE FILTERS		320805	86.72
R. M. BODY SHOP	0060-801-4211-38450	1,597.82	REPAIR-UNIT 964		320806	
	0060-801-4211-38450	1,651.97	REPAIR-UNIT 092		320806	
	0060-801-4211-38450	3,565.15	REPAIR-UNIT 127		320806	
						6,814.94
RIO HONDO COMMUNITY COLLEGE	0010-801-1801-31950	92.00	PHYSICAL AGILITY TESTING		320807	92.00
EMMA ROMERO	0159-801-6507-31910	140.00	REFUND LANGLEY TRIP		320808	140.00
RON TURLEY ASSOC. INC	0060-801-4211-24150	4,320.00	FLEET MAINTENANCE SOFTWARE	19-0080	320809	4,320.00
S C FUELS (DBA)	0060-801-4211-22250	11,876.33	FUEL	19-0017	16 **	
	0060-801-4211-22250	12,079.55	FUEL	19-0017	16 **	
	0060-801-4211-22250	12,407.31	FUEL	19-0017	16 **	
	0060-801-4211-22250	11,885.05	FUEL	19-0017	16 **	
						48,248.24
SA ASSOCIATES	0093-801-4225-82259	57,651.00	GROUND WATER TREATMENT SYS	19-0023	17 **	57,651.00
SAN BERNARDINO SHERIFFS DEPT.	0136-801-3101-33250	555.00	POST TRAINING		320810	555.00

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SAN LUIS BUTANE DISTRIBUTORS, INC	0060-801-4211-22250	23.51	PROPANE		320811	23.51
SANCHEZ & SONS CABINETS	0010-801-3230-22750	1,651.00	FIRE EOC CABINETS		320812	1,651.00
ROBERT T. SCOTT	0010-801-3210-31900	1,500.00	FIRE CONTINUING EDUCATION	19-0106	320813	1,500.00
SERGIO BALANDRAN (DBA) THE SAUCE CF	0010-801-6508-39860	945.53	FARMERS MARKET STREET BANNER		320814	945.53
ANDREW SERRANO	0159-801-6507-31910	42.18	INSTRUCTOR-RECREATION CLASS		320815	42.18
SHRED-IT US JV LLC	0010-801-3114-38400	507.33	DESTRUCTION SERVICES		320816	507.33
SIGTRONICS CORP	0071-801-3210-38400	1,701.49	FIRE EQUIPMENT REPAIR		320817	1,701.49
SINO UNITED PUBLISHING	0010-801-6002-40000	29.89	BOOK(S) 2		320818	29.89
SMARDAN SUPPLY COMPANY	0010-801-4210-23300	39.86	COPPER UNION,ADAPTERS		320819	39.86
SMART & FINAL #321	0010-801-3210-22670	67.69	FIRE REFRESHMENTS		320820	67.69
SOCAL FIRE PREVENTION OFFICERS	0010-801-3205-39300	55.00	FIRE PREVENTION-MEMBERSHIP		320821	55.00
SONSRAY MACHINERY LLC	0060-801-4211-38400	2,926.64	FORKS-UNIT 099		320822	3,122.41
	0060-801-4211-23500	195.77	BEACON LIGHT-UNIT SS61		320822	
CANG KY SOU	0136-801-3101-33250	18.00	POST TRAINING		320823	18.00
SOUTH COAST AIR QUALITY	0060-801-4211-41100	240.52	AQMD FEES		320824	

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SOUTH COAST AIR QUALITY	0060-801-4211-41100	131.79	AQMD FEES		320824	
	0060-801-4211-41100	240.52	AQMD FEES		320824	
	0060-801-4211-41100	131.79	AQMD FEES		320824	744.62
SPIDR TECH INC.	0010-801-3115-38400	21,456.00	SPIDR ENGAGE SUBSCRIPTION	19-0027	320825	21,456.00
FAYE STAMPER	0159-801-6507-31910	165.17	INSTRUCTOR-RECREATION CLASS		320826	165.17
STATUS ONE MEDICAL INC	0010-801-1802-22750	26.77	FIRST AID SUPPLIES		320827	26.77
STETSON ENGINEERS, INC	0093-801-4230-31950	43.13	NPDES APP SERVICES		320828	
	0093-801-4229-31950	43.12	NPDES APP SERVICES		320828	
	0093-801-4226-31950	86.25	NPDES APP SERVICES		320828	172.50
TANK SPECIALISTS OF CALIFORNIA	0060-801-4211-22250	921.00	FS1-REPLACEMENT OF NOZZLE	19-0016	320829	
	0060-801-4211-22250	125.00	DESIGNATED OPERATOR INSPECTION	19-0016	320829	
	0060-801-4211-22250	125.00	DESIGNATED OPERATOR INSPECTION	19-0016	320829	
	0060-801-4211-22250	125.00	DESIGNATED OPERATOR INSPECTION	19-0016	320829	
	0060-801-4211-22250	125.00	DESIGNATED OPERATOR INSPECTION	19-0016	320829	1,421.00
RICHARD R. TERZIAN	0010-801-3102-31950	675.00	HEARING SERVICES		320830	675.00
PETER THAI	0159-801-6507-31910	157.10	INSTRUCTOR-RECREATION CLASS		320831	157.10
THOMSON REUTERS (LEGAL) INC.	0160-801-3104-39100	595.00	POLICE INFORMATION SERVICES	19-0013	320832	595.00
THORSON MOTOR CENTER	0060-801-4211-38400	120.00	CLUSTER REPROGRAMMED-UNIT 937		320833	120.00

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TIRE CENTERS WEST, LLC	0060-801-3210-38400	1,811.40	TIRE FOR ENGINE 63	19-0115	320834	4,663.45
	0060-801-3210-38400	2,852.05	TIRE FOR ENGINE 61	19-0115	320834	
BONNIE TO	0349-801-3201-39400	550.00	FIRE TRAINING		320835	550.00
TOM'S CLOTHING & UNIFORMS INC	0010-801-3114-22310	57.16	UNIFORMS-K GARLAND		320836	912.05
	0010-801-3101-22320	22.45	UNIFORMS-D LUM		320836	
	0010-801-3102-22310	279.88	UNIFORMS-A LE		320836	
	0010-801-3102-22310	20.09	UNIFORMS-A LE		320836	
	0010-801-3102-22310	65.70	UNIFORMS-D CASTELLANO		320836	
	0010-801-3103-22310	124.83	UNIFORMS-R COTA		320836	
	0010-801-3103-22310	19.71	UNIFORMS-R ESPARZA		320836	
	0010-801-3103-22310	68.99	UNIFORMS-S JIMENEZ		320836	
	0010-801-3103-22310	52.56	UNIFORMS-J ORATE		320836	
	0010-801-3103-22310	120.45	UNIFORMS-R COTA		320836	
	0010-801-3103-22310	20.00	UNIFORMS-B HUNG		320836	
	0010-801-3103-22310	60.23	UNIFORMS-P PALOMINO		320836	
LAURA R. TORRES-HOAGLAND	0159-801-6507-31910	172.20	INSTRUCTOR-RECREATION CLASS		320837	172.20
TRANSTECH	0010-850-5004-99021	280.00	PW COUNTER RENOVATIONS	18-0474	320838	280.00
TSG ENTERPRISES, INC. (DBA) THE SOL	0093-801-4225-82259	2,073.00	LABOR COMPLIANCE PROGRAM		320839	2,073.00
TURNOUT MAINTENANCE COMPANY LLC	0010-801-3210-22300	19.71	FIRE UNIFORM CLEAN/REPAIR		320840	39.42
	0010-801-3210-22300	19.71	FIRE UNIFORM CLEAN/REPAIR		320840	
TYLER TECHNOLOGIES, INC.	0010-801-3115-38400	204,984.32	POLICE SYSTEM SOFTWARE	19-0035	320841	

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TYLER TECHNOLOGIES, INC.	0010-801-3115-38400	1,697.85	NEW WORLD ESCROW MAINTENANCE		320841	206,682.17
U S ARMOR CORP	0010-801-3103-22300	71.36	CONCEALABLE REMOVABLE CARRIER		320842	
						71.36
UNITED SITE SERVICES OF CA INC	0010-801-6508-31990	214.54	MOVIES AT THE PARK RESTROOM		320843	214.54
VALLEY MAINTENANCE CORP.	0010-801-6517-38250	4,300.00	PARKS JANITORIAL SERVICES	19-0091	320844	8,600.00
	0010-801-6517-38250	4,300.00	PARKS JANITORIAL SERVICES	19-0091	320844	
VETERINARY HEALTHCARE CENTER	0010-801-3111-31550	100.00	ANIMAL SERVICE/SUPPLIES		320845	381.72
	0010-801-3111-31550	100.00	ANIMAL SERVICE/SUPPLIES		320845	
	0010-801-3111-31550	25.00	ANIMAL SERVICE/SUPPLIES		320845	
	0160-801-3103-22800	36.75	ANIMAL SERVICE/SUPPLIES		320845	
	0160-801-3103-22800	119.97	ANIMAL SERVICE/SUPPLIES		320845	
VULCAN MATERIAL CO	0110-801-4202-23600	1,436.57	ASPHALT		320846	1,436.57
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	182.20	SAFETY SWITCH, TIME DELAY, FUSE		320847	441.54
	0010-801-4210-23400	259.34	CODE BOOK, SCREWDRIVER,		320847	
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	201.31	BATTERY		320848	
	0060-801-4211-23500	43.43	FILTERS-UNIT WD71		320848	
	0060-801-4211-23500	31.19	OIL FILTERS		320848	
	0060-801-4211-23500	47.19	BELTS-UNIT 925		320848	
	0060-801-4211-23500	21.17	WHEEL NUTS		320848	
	0060-801-4211-23500	51.19	BREAK PAD-UNIT 882		320848	
	0060-801-4211-23500	66.60	MOTOR ASSY-UNIT 882		320848	
	0060-801-4211-23500	26.28-	BATTERY-CREDIT		320848	

**CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/05/2018**

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						435.80
WAXIE SANITARY SUPPLY	0010-801-6517-22150	1,235.84	PARKS-JANITORIAL SUPPLIES		320849	1,235.84
WECK LABORATORIES (DBA)	0093-801-4227-31950	508.00	CARBON ABSORBER		18 **	508.00
WELLS FARGO BANK, N.A.	0012-801-5102-31850	2,500.00	TRUSTEE FEE		320850	2,500.00
WEST COAST ARBORISTS, INC.	0010-850-6516-31190	71,492.00	TREE MAINTENANCE SERVICES	18-0572	19 **	75,818.00
	0010-801-6516-31190	4,326.00	TREE MAINTENANCE SERVICES	19-0086	19 **	
WEST COAST LIGHTS & SIRENS	0060-850-4211-38410	10,602.46	REPAIR-UNIT 142	18-0365	320851	10,602.46
WESTCO SERVICE COMPANY	0010-801-4210-38150	1,009.00	AIR CONDITIONING REPAIR	19-0001	20 **	7,370.00
	0010-801-4210-38150	315.00	AIR CONDITIONING REPAIR	19-0001	20 **	
	0010-801-4210-38150	1,033.00	AIR CONDITIONING REPAIR	19-0001	20 **	
	0010-801-4210-38150	615.00	AIR CONDITIONING REPAIR	19-0001	20 **	
	0010-801-4210-38150	1,003.00	AIR CONDITIONING REPAIR	19-0001	20 **	
	0010-801-4210-38150	555.00	AIR CONDITIONING REPAIR	19-0001	20 **	
	0010-801-4210-38150	1,995.00	AIR CONDITIONING REPAIR	19-0001	20 **	
	0010-801-4210-38150	845.00	AIR CONDITIONING REPAIR	19-0001	20 **	
WHITE NELSON DIEHL EVANS LLP	0092-850-1403-31800	6,900.00	INTERIM AUDIT		320852	6,900.00
WHITTIER FERTILIZER CO.	0010-801-6517-22100	130.65	GORGE ELDER-PLANTERS	19-0088	320853	182.47
	0010-801-6517-22100	51.82	FLOWER MIX	19-0088	320853	
WILCOX SUPPLY INC	0060-801-4211-23500	407.31	BATTERY CHARGER		320854	407.31

** Indicates an ACH-Payment transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/05/2018

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WILLIES TIRES AND ALIGNMENT	0060-801-4211-23500	446.70	TIRES	19-0028	320855	446.70
WITTMAN ENTERPRISES	0010-801-3220-31400	5,320.00	AMBULANCE BILLING SERVICES	19-0040	320856	5,320.00
WOLFF LANG CHRISTOPHER ARCHITECTS,	0010-850-5002-99730	2,450.00	FIRE STATION PARKING LOT	17-0290	320857	4,410.00
	0010-850-5002-99730	1,960.00	FIRE STATION PARKING LOT	17-0290	320857	
BOB WONDRIES FORD	0060-801-4211-38400	255.00	REPAIR-UNIT 129		320858	255.00
RICKY WONG	0159-801-6507-31910	127.65	INSTRUCTOR-RECREATION CLASS		320859	127.65
THOMAS WONG	0159-801-6507-31910	949.86	INSTRUCTOR-RECREATION CLASS		320860	949.86
TOTAL FOR REGULAR WARRANTS						1,816,423.22
PRINTED		1,600,117.23				
ACH-PAYMENTS		216,305.99				

**CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/05/2018**

TOTAL FOR PREPAID WARRANTS	\$263,111.86
TOTAL FOR PRINTED WARRANTS	\$1,600,117.23
TOTAL FOR ACH-PAYMENTS	\$216,305.99
TOTAL WARRANTS	\$2,079,535.08
TOTAL VOID CHECKS	3
TOTAL PREPAID CHECKS	45
TOTAL ACH-PAYMENTS PRINTED	16
TOTAL CHECKS PRINTED	223
TOTAL CHECKS ISSUED	284

**CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 09/05/2018
FUND SUMMARY**

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	142,287.90	835,157.95	977,445.85
0012	RETIREMENT FUND	0.00	2,500.00	2,500.00
0022	STATE GAS TAX FUND	1,114.27	1,552.18	2,666.45
0042	SEWER FUND	0.00	4,223.97	4,223.97
0043	REFUSE FUND	11,938.88	392,120.60	404,059.48
0060	CITY SHOP FUND	68,391.84	176,408.37	244,800.21
0062	GENERAL LIABILITY FUND	237.38	15,831.65	16,069.03
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	214.76	214.76
0065	PAYROLL CLEARING ACCOUNT	576.00	0.00	576.00
0071	PUBLIC SAFETY IMPACT FEE FUND	0.00	33,949.54	33,949.54
0075	SPECIAL DEPOSITS FUND	2,256.74	7,122.19	9,378.93
0077	BUSINESS IMPROVEMENT AREA #1	0.00	65.70	65.70
0092	WATER FUND	18,098.63	73,277.62	91,376.25
0093	WATER TREATMENT WQA-EPA FUND	11,166.35	62,700.50	73,866.85
0094	WATER TREATMENT CITY FUND	271.00	0.00	271.00
0109	OPA PROPOSITION A	139.42	60.00	199.42
0110	MEASURE R FUND	0.00	46,737.75	46,737.75
0136	POST	0.00	609.00	609.00
0152	HOME HOUSING PROGRAM	0.00	4,640.99	4,640.99
0159	RECREATION FUND	0.00	15,830.13	15,830.13
0160	ASSET FORFEITURE	1,854.00	2,009.76	3,863.76
0166	PROPOSITION C	0.00	28,000.00	28,000.00
0169	CDBG FUND	213.82	2,427.76	2,641.58
0176	MAINTENANCE DISTRICT 93-1	0.00	114.35	114.35
0178	PROP A - PER PARCEL GRANT	0.00	2,482.94	2,482.94
0344	MAINTENANCE GRANT (075)	0.00	5,587.65	5,587.65
0349	ELAC INSTRUCTIONAL SERV PROG	4,565.63	4,852.48	9,418.11
0445	LITERACY TRUST GRANT	0.00	1,121.88	1,121.88

CITY OF MONTEREY PARK
 FINAL WARRANT REGISTER
 COUNCIL MEETING DATE 09/05/2018
 FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0470	URBAN AREA INITIATIVE - 2016	0.00	96,823.50	96,823.50
	TOTAL	263,111.86	1,816,423.22	2,079,535.08



City Council Staff Report

DATE: September 5, 2018

AGENDA ITEM NO: Consent Calendar
Agenda Item 3-B.

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 meetings of August 1, 2018 and August 15, 2018, and the special meeting of August 15, 2018; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

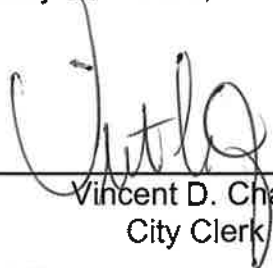
BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,



Vincent D. Chang
City Clerk

Prepared by:



Jesus Hernandez
Minutes Clerk

Approved By:



Ron Bow
City Manager

Attachments: Minutes

ATTACHMENT 1

Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
AUGUST 1, 2018**

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, August 1, 2018 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 Lam called the meeting to order at 7:03 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers

ROLL CALL:

City Clerk Vincent Chang called the roll:

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

Council Members Absent: Teresa Real Sebastian

ALSO PRESENT: City Manager Ron Bow, City Attorney Mark Hensley, City Treasurer Joseph Leon, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources and Risk Management Tom Cody, Director of Community & Economic Development Michael Huntley, Director of Management Services Annie Yaung, Director of Public Works Mark McAvoy, Director of Recreation & Community Services Inez Alvarez, Assistant City Engineer Rey Alfonso, Senior Librarian Diana Garcia, City Clerk Secretary Helena Cho

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

City Manager Bow reported Item No. 3H be continued due to staff's discovery of a possible funding source that can be use with the Community Development Block Grant (CDGB) Funds and will return to council within two months.

ORAL AND WRITTEN COMMUNICATIONS

- Jim Smith, Police Chief for the Monterey Park Police Department, invited the community to attend the National Night Out on August 7, 2018 in front of City Hall.

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

- Sarkis Antonian stated that the politician's campaign funds should be used to help the community instead of the politicians.
- Carol Sullivan wanted to let the residents know that two of the Monterey Park Fire Trucks went up North to help fight the fires.

1. PRESENTATIONS

None.

2. SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) - CONSENT CALENDAR ITEM NO. 2A

2A. SUCCESSOR AGENCY (SA) MINUTES

See Successor Agency Minutes

This is the end of Successor Agency (SA) items

3. CITY OF MONTEREY PARK CONSENT CALENDAR CONSISTS OF ITEM NOS. 3A-3J

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

Action Taken: The City Council approved and adopted Item Nos. 3A, 3B, 3D, 3E, 3F and 3G on Consent Calendar, except for Item Nos. 3C and 3I, which were pulled for discussion and separate motions, reading resolutions and ordinances by the title only and waiving further reading thereof. Item No. 3H was continued to a future City Council Meeting. Council Member Ing abstained on Item No. 3B, the special meeting minutes of June 20, 2018, as he was absent for that meeting.

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

Ayes:	Council Members:	Ing, Liang, Chan, Lam
Noes:	Council Members:	None
Absent:	Council Members:	Real Sebastian
Abstain:	Council Members:	Ing on Item No. 3B

3A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF AUGUST 1, 2018

Disbursements will be made from the funds referenced in the Resolution, attached to the staff report, in Warrants numbered 320190-320396.

Action Taken: The City Council approved payment of warrants and adopted Resolution No. 12026 allowing certain claims and demands per Warrant Register dated August 1, 2018 totaling \$1,300,046.66 specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. 12026, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 1ST OF AUGUST 2018 TOTALING \$1,300,046.66 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3B. CITY COUNCIL MINUTES

Approve the minutes from the regular and special meetings of June 20, 2018.

Action Taken: The City Council approved the minutes from the regular and special meetings of June 20, 2018 on Consent Calendar. Council Member Ing abstained on the special meeting minutes of June 20, 2018, as he was absent for that meeting.

3C. 2017-2018 ANNUAL INVESTMENT REPORT

The City's Investment Policy requires an annual investment report and a statement of investment policy to be submitted to the City Council for review within 60 days of the fiscal year-end.

The annual report, attached to the staff report, shows that all investment activities during 2017-18 were conducted according to the City's Investment Policy.

Action Taken: The City Council received and filed the 2017-18 Annual Investment report; and adopted Resolution No. 12027 and Resolution No. SA-154 authorizing the Treasurer to implement the City's Investment Policy for FY 2018-19.

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

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

Resolution No. 12027, entitled:

A JOINT RESOLUTION OF THE CITY OF MONTEREY PARK AND SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY ADOPTING AN INVESTMENT POLICY AND AUTHORIZING THE TREASURER TO IMPLEMENT THE POLICY

Resolution No. SA-154, entitled:

A JOINT RESOLUTION OF THE CITY OF MONTEREY PARK AND SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY ADOPTING AN INVESTMENT POLICY AND AUTHORIZING THE TREASURER TO IMPLEMENT THE POLICY

3D. IDENTIFYING A TAX RATE FOR COLLECTING VOTER AUTHORIZED PROPERTY TAXES FOR EMPLOYEE RETIREMENT BENEFITS BASED ON THE ASSESSED VALUATION ESTABLISHED BY THE COUNTY ASSESSOR'S OFFICE

The City of Monterey Park's retirement costs are funded by a special voter-approved property tax. Each year the City is required to establish a tax rate to generate the retirement property tax based on the assessed valuation established by the County Assessor's Office.

Action Taken: The City Council adopted Resolution No. 12028 identifying the amount of tax revenue required to fulfill the voters' intent in funding the City's retirement system on Consent Calendar.

Resolution No. 12028, entitled:

A RESOLUTION IDENTIFYING THE AMOUNT OF TAX REVENUE REQUIRED TO FULLFILL THE VOTERS' INTENT IN FUNDING THE CITY'S RETIREMENT SYSTEM DURING FISCAL YEAR 2018-2019 AND AUTHORIZING THE LEVY OF APPROPRIATE TAXES

3E. AUTHORIZE PURCHASE OF A FORD POLICE INTERCEPTOR SUV

The 2018-19 budget includes replacement and conversion/up-fitting of one patrol vehicle for the Police Department. Staff researched optional vehicles and determined the Ford Police Interceptor SUV is the best replacement choice as this vehicle meets the Police Department's needs.

Action Taken: The City Council waived bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(5) and authorized the City Manager to amend the contract (Agreement # 1967-A) with Wondries Fleet Group in a form approved by the City Attorney, not to exceed \$35,000 for the purchase of one 2019 Ford Police Interceptor SUV; and authorized the City Manager to execute a contract in a form approved by the City Attorney for the conversion/up-fitting of one 2019 Ford Police Interceptor SUV through an already approved City vendor, not to exceed \$13,000 on Consent Calendar.

3F. PURCHASE OF BULK CHEMICALS FOR WATER DIVISION

The Water Division requires a number of chemicals to treat contaminants in the City's groundwater supply. Pursuant to Monterey Park Municipal Code Chapter 3.20, a bid for the purchase and delivery of bulk chemicals was completed on July 11, 2018. Staff requested City Council authorization for the City Manager to execute agreements with Gallade Chemical, Inc., Miles Chemical Company, Inc., and USP Technologies for the purchase of chemicals for the Water Division in a combined total not to exceed \$300,000 annually. The term of the contracts is for three years.

Action Taken: The City Council authorized the City Manager to execute three-year agreements, in a form approved by the City Attorney, with Gallade Chemical, Inc., Miles Chemical Company, Inc., and USP Technologies for the purchase and delivery of bulk chemicals in a combined total not to exceed \$300,000 annually on Consent Calendar.

3G. AWARD OF CONTRACT – LAB ANALYSIS SERVICES FOR THE WATER DIVISION

Pursuant to Monterey Park Municipal Code Chapter 3.20, a Request for Proposal (RFP) for laboratory analysis services to meet the Water Division's drinking water requirements was completed on July 11, 2018. Staff requested City Council's authorization for the City Manager to execute professional service agreements with Eurofins Eaton Analytical, LLC and Weck Laboratories, Inc. in a combined total not to exceed \$500,000 annually. The term of the agreements is for three years.

Action Taken: The City Council authorized the City Manager to execute three-year agreements, in a form approved by the City Attorney, with Eurofins Eaton Analytical, LLC and Weck Laboratories, Inc., in a combined total not to exceed \$500,000 annually for laboratory analysis services for the Water Division on Consent Calendar.

3H. 2018 ADA CURB RAMPS AND SIDEWALK REPAIRS – AWARD OF CONTRACT

On April 18, 2018, the City Council approved the bid specifications and authorized the City to solicit bids for the Replacement of Vehicle Heavy Duty In Ground Lift Project. Staff recommended the contract be awarded to Southwest Lift & Equipment, Inc. of San Bernardino, CA, in the amount of \$166,485.65 and enter into a separate three-year maintenance contract in an amount not to exceed \$20,000 for on-call annual inspections and maintenance on automotive lifts.

CEQA (California Environmental Quality Act):

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

Recommendation: (1) Authorize the City Manager to execute a public works contract in a form approved by the City Attorney, with All Cities Engineering located in Jurupa Valley, CA, in the amount of \$248,300.00 for the 2018 ADA Curb Ramps and Sidewalk Repairs Project (2) Authorize the Director of Public Works to approve construction change orders and contingency up to \$12,415.00 or 5% of contract amount for this project; (3) Authorized an additional allocation of \$30,715 in SB-821 Funds to cover the final cost of the project; and (4) Take such additional, related action that may be desirable.

Action Taken: The City Council continued this item to a future City Council meeting due to staff's discovery of a possible funding source that can be use with the Community Development Block Grant (CDGB) Funds and the item will return to council within two months.

3I. PAVEMENT MANAGEMENT PROGRAM UPDATE – AWARD OF AGREEMENT

In order to remain eligible for Proposition C transportation funding, local agencies are required to develop and implement a Pavement Management Program (PMP) every three years. The PMP provides an inventory and assessment of the existing pavement conditions for the City's entire roadway system, and recommends the appropriate maintenance and rehabilitation strategies.

CEQA (California Environmental Quality Act):

The Pavement Management Program is exempt from additional environmental review under the California Environmental Quality Act ("CEQA") for two reasons. First, pursuant to CEQA Guidelines (Title 14 to the California Code of Regulations) § 15061(b)(3), the Pavement Management Program is exempt because it can be seen with certainty that it will not, by itself, have a significant effect on the environment. Second, the Pavement Management Program is not a "project" as defined by CEQA Guidelines § 15378 because they has no potential for resulting in physical change in the environment, directly or ultimately. Any project anticipated by the Pavement Management Program will undergo environmental review in accordance with CEQA.

Public Speakers:

- Peter Bucknam, President of Bucknam Infrastructure Group, Inc., provided general information about the company and was available to answer questions.

Action Taken: The City Council authorized the City Manager to execute a professional services agreement with Bucknam Infrastructure Group, Inc. for \$41,549; and authorized the Public Works Director to approve change orders and contingency up to \$4,154.90 or 10% of contract amount for this project.

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

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

4. PUBLIC HEARING

4A. A PUBLIC HEARING TO CONSIDER A GENERAL PLAN AMENDMENT (GPA-17-01), ZONE CHANGE (ZC-17-01), AND TENTATIVE MAP NO. 77195 (TM-17-10) TO SUBDIVIDE AIR RIGHTS FOR AN 8-UNIT RESIDENTIAL DEVELOPMENT – 2011 POTRERO GRANDE DRIVE

Staff requested a continuation of the application to the regularly scheduled meeting of September 5, 2018 to allow for additional time to further analyze the proposed project.

Action Taken: The City Council opened the public hearing at 7:31 p.m. and then continued the public hearing for the requested General Plan Amendment (GPA-17-01), Zone Change (ZC-17-01), and Tentative Map No. 77195 (TM-17-10) to September 5, 2018.

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

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

5. OLD BUSINESS

5A. TERM LIMITS FOR TRAFFIC COMMISSION, PERSONNEL BOARD AND LIBRARY BOARD

This item was continued from the July 18, 2018 City Council meeting. See Attachment 1 of the staff report for the completed agenda packet from the July 18th meeting.

At the March 21, 2018 council meeting, Council directed staff to bring back, for further discussion, the issue of term limits for specified board and commission members.

Public Speakers:

- Nancy Arcuri, asked the council to not place term limits for the commissions due to commissioners being volunteers.
- Jason Dhing had an issue with the wording of the draft ordinance and asked Council to change the word "maximum" to a word that is less restrictive.
- David Barron asked council to be careful with whom they appoint to the commissions and to keep track of their commissioner's attendance rate.

Action Taken: The City Council waived first reading and introduced an ordinance amending the Monterey Park Municipal Code ("MPMC") to establish term limits for the Traffic Commission, Personnel Board, and Library Board as amended to modify section 2.82.050 with the phrase "because the individual has completed serving eight consecutive terms."

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

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

Draft Ordinance, entitled:

AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTERS 2.28, 2.80 AND 2.90 TO LIMIT TERMS OF APPOINTED OFFICIALS SERVING ON THE CITY'S PERSONNEL BOARD, PUBLIC LIBRARY BOARD AND TRAFFIC COMMISSION

5B. ANNOUNCEMENT OF COMMISSION, BOARD AND COMMITTEE MEMBERS FOR A ONE-YEAR TERM BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019

This item was continued from the July 18, 2018 City Council meeting. See Attachment 1 of the staff report for the completed agenda packet from the July 18th meeting.

In 2013, the City Council added Chapter 2.82 to the Monterey Park Municipal Code ("MPMC") restructuring the establishment of the Commissions, Boards and Committees, collectively "Commissions," and redefines the appointment procedures. In accordance with the MPMC, each council member appoints his/her respective representative(s) to the 9 commissions to serve a one year term beginning on May 1st and ending April 30th. Commissioners may serve not more than eight consecutive one year terms on the same commission.

Discussion: The City Council directed staff to bring back options on consolidation and/or elimination of certain commissions, boards, and committees.

Recommendation: (1) Receive and file announcements of appointments to the following Commissions/Boards/Committees as listed in Attachment 1 of the staff report; (2) Discuss and provide possible direction on consolidation and/or elimination of certain commissions, boards and committees; and (3) Take such additional, related, action that may be desirable.

Action Taken: The City Council received and filed announcements of appointments to the following Commissions/Boards/Committees as listed in the revised Attachment 1 of the staff report and made the appointments for a one-year term beginning May 1, 2018 and ending April 30, 2019. Mayor Lam and Mayor Pro Tem Chan reappointed all the current members. Council Member Real Sebastian was not present at the meeting but noted she did not have an appointee for the Design Review Board or the Community Participation Commission. She appointed Gary Lau for the Recreation and Parks Commission. Council Member Ing reappointed all members excluding Janelle Dhing and appointed Tammy Sam for the Design Review Board and Margaret Leung for the Planning Commission. Council Member Liang reappointed all of those who submitted a reappointment application which excluded Samuel Song Y. Park and Elizabeth Yang. No motion taken.

6. NEW BUSINESS

None.

7. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Member Ing invited the community to attend the National Night Out on August 7, 2018 in front of City Hall.

Council Member Liang stated that he attended the reception for the newly appointed Director General for the Taipei Economic and Cultural Office in Los Angeles on July 27th.

Mayor Pro Tem Chan also invited the community to attend the National Night Out on August 7, 2018 in front of City Hall.

Mayor Lam had nothing to report.

8. CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 8:23p.m.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
August 15, 2018**

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, August 15, 2018 at 6:00 p.m.

CALL TO ORDER:

Mayor Lam called the meeting to order at 6:04 p.m.

ROLL CALL:

City Manager Ron Bow called the roll:

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

Council Members Absent: Teresa Real Sebastian

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

None.

CLOSED SESSION - The City Council adjourned to Closed Session at 6:04 p.m.

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

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

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

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:44 p.m.

Action Taken: No reportable action taken in Closed Session.

Vincent D. Chang
City Clerk

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

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
AUGUST 15, 2018**

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, August 15, 2018 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 Lam called the meeting to order at 7:02 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers

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: City Manager Ron Bow, Assistant City Attorney Karl Berger, City Treasurer Joseph Leon, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Management Services Annie Yaung, Director of Public Works Mark McAvoy, Director of Recreation & Community Services Inez Alvarez, Senior Librarian Diana Garcia, Fire Division Chief Ken Leasure, Economic Development Project Manager Thomas Welch, Deputy City Clerk Cindy Trang

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL AND WRITTEN COMMUNICATIONS

- Ted Wong asked the council to consider continuing temporary parking permits or come up with an alternative solution, for residents who live near the East Los Angeles College.
- Sarkis Antonian suggested that there should be an article in the Cascades Newspaper informing the residents about the two Monterey Park Fire Trucks, who when up north to fight the fires.

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

Discussion: Council Member Real Sebastian directed staff to agendize a parking permit item for City Council consideration for a future City Council Meeting.

1. **PRESENTATIONS**

None.

2. **SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) - CONSENT CALENDAR ITEM NO. 2A-2C**

2A. **WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF AUGUST 15, 2018**

See Successor Agency Minutes

2B. **SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT – JULY 2018**

See Successor Agency Minutes

2C. **SUCCESSOR AGENCY (SA) MINUTES**

See Successor Agency Minutes

This is the end of Successor Agency (SA) items

3. **CITY OF MONTEREY PARK CONSENT CALENDAR CONSISTS OF ITEM NOS. 3A-3F**

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

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

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

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

3A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF AUGUST 15, 2018

Disbursements will be made from the funds referenced in the Resolution, attached to the staff report, in Warrants numbered 320190-320396.

Action Taken: The City Council approved payment of warrants and adopted Resolution No. 12029 allowing certain claims and demands per Warrant Register dated August 15, 2018 totaling \$300,127.94 specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. 12029, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 15TH OF AUGUST 2018 TOTALING \$300,127.97 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3B. MONTHLY INVESTMENT REPORT – JULY 2018

As of July 21, 2018 investment funds for the City of Monterey Park is \$75,564,542.86.

Action Taken: The City Council received and filed the Monthly Investment Report on Consent Calendar.

3C. CITY COUNCIL MINUTES

Approve the minutes from the regular and special meetings of July 18, 2018.

Discussion: Council Member Real Sebastian asked staff to double check Item No. 4A, on the regular meeting minutes of July 18, 2018, as it states that she was absent but she does not recall being absent or leaving the dais.

Action Taken: The City Council approved the minutes from the regular and special meetings of July 18, 2018 on Consent Calendar.

3D. SECOND READING AND ADOPTION: AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE ("MPMC") TO ESTABLISH TERM LIMITS FOR THE TRAFFIC COMMISSION, PERSONNEL BOARD, AND LIBRARY BOARD

On August 1, 2018, the City Council introduced and waived the first reading of an ordinance amending the Monterey Park Municipal Code ("MPMC") to establish term limits for the Traffic Commission, Personnel Board, and Library Board.

Prior to introducing the ordinance for first reading, however, the City Council directed the City Attorney's office to amend the ordinance to allow a City Councilmember to re-appoint a commissioner, board member or committee member who has separated from a commission/committee/board, if the individual has not competed serving eight consecutive terms for that particular commission/committee/board. The proposed ordinance reflects the City Council's intent.

Second reading and adoption of this ordinance is recommended; the ordinance will become effective 30 days after adoption.

Action Taken: The City Council waived the second reading and adopted Ordinance No. 2156.

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

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

Ordinance No. 2156, entitled:

AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTERS 2.28, 2.80 AND 2.90 TO LIMIT TERMS OF APPOINTED OFFICIALS SERVING ON THE CITY'S PERSONNEL BOARD, PUBLIC LIBRARY BOARD AND TRAFFIC COMMISSION

3E. FY 2017-18 ANNUAL REPORT FOR THE MONTEREY PARK BRUGGEMEYER LIBRARY

Staff submitted the library's annual report as per Municipal Code 2.8.060 and requested a continuation of its review to the regularly scheduled meeting of September 19, 2018.

Action Taken: The City Council continued the review of the Library's Annual Report for FY 2017-18 to the regularly scheduled meeting of September 19, 2018.

3F. EMERGENCY MEDICAL SERVICES – APPROVAL OF AGREEMENT

The Fire Department provides emergency medical response through 9-1-1 calls, which requires maintaining an inventory of supplies, disposable tools, and pharmaceuticals. Staff sought approval of a Services Agreement with Life-Assist, Inc. to provide the Fire Department's emergency medical supplies, equipment, drugs and pharmaceuticals.

Action Taken: The City Council based on MPMC § 3.20.050, authorized the City Manager to execute an agreement with Life-Assist, Inc., in a form approved by the City Attorney, for the purchase of emergency medical supplies, equipment, drugs and pharmaceuticals from Account Nos. 0010-801-3220-22350 and 0010-801-3220-24200.

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

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

4. PUBLIC HEARING

None.

5. OLD BUSINESS

None.

6. NEW BUSINESS

None.

7. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Member Real Sebastian announced that the November 14th LAX Round Table meeting will be held in the City of Monterey Park and the City's Geranium Festival will be at Barnes Park on October 13th.

Council Member Ing stated that the City Council had a close door session at 6:00 p.m. regarding negotiations with the Fire Fighters Association.

Council Member Liang reappointed Elizabeth Yang to the Design Review Board Committee.

Mayor Pro Tem Chan appointed Arthur Fong to the Economic Development Advisory Commission and Jessy Li to the Business Improvement District Advisory Committee.

Mayor Lam had nothing to report.

8. **CLOSED SESSION**

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 7:47 p.m.

Vincent D. Chang
City Clerk



City Council Staff Report

DATE: September 5, 2018

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-C.**

TO: The Honorable Mayor and City Council
FROM: Jim Smith, Chief of Police
SUBJECT: Acceptance of equipment through the Reutilization, Transfer and Donation program (RTD) managed by the Law Enforcement Support Office (LESO) in conjunction with the California Office of Emergency Services (Cal OES)

RECOMMENDATION:

It is recommended that the City Council:

1. Approve the acquisition of awarded equipment, 30 simunition paint marking rifle conversion kits;
2. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

As the City of Monterey Park progresses in its growth and development, the police department must anticipate the community's future needs and law enforcement challenges. The City of Monterey Park has several popular establishments such as the Atlantic Times Square, AMC 14 Movie Theater, and the future completion of the Monterey Park Market Place. Monterey Park is also home to several elementary schools and secondary schools served by the Alhambra, Garvey, Los Angeles and Montebello Unified School districts.

From critical incidents across the country, such as the Parkland, Florida school shooting, the Aurora, Colorado Theater shooting, the Southern California Edison Active Shooter in Irwindale and the San Bernardino terror attack, law enforcement has learned that we must train and prepare for critical incident mitigation and mass casualty rescue.

Recently, federally purchased 5.56 rifle simunition conversion kits became available for transfer to local law enforcement agencies through the federal Reutilization, Transfer and Donation program (RTD) managed by the Law Enforcement Support Office (LESO) in conjunction with the California Office of Emergency Services (Cal OES).

The police department submitted a requisition to Cal OES for (30) simunition paint marking rifle conversion kits to train police officers in real world/scenario based mitigation of an active shooter and mass casualty rescue. Cal OES approved the

request and forwarded the requisition to LESO. LESO approved the requisition and awarded 30 simunition paint marking rifle conversion kits to the department.

BACKGROUND:

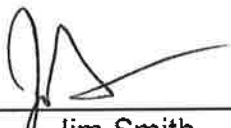
Simunition is a product line of General Dynamics. Simunition is a system comprised of paint marking cartridges, weapon conversion kits and personal protective equipment.

The awarded equipment is the 5.56 rifle Simunition Upper Receiver Conversion Kit for use with the 9mm FX paint marking cartridges. The conversion kit is affixed to the current department rifles transforming them into non-lethal paint marking weapon systems. The patented, reduced-energy, non-lethal cartridges leave a detergent based, water-soluble color-marking compound upon impact. The visible impacts allow for accurate assessment of simulated critical incident mitigation.

FISCAL IMPACT:

The Simunition paint marking rifle conversion kits were federally purchased for approximately \$716 each. Acceptance of the awarded (30) kits would be at no cost to the city which translates into a cost savings of approximately \$21,480.

Respectfully submitted by:



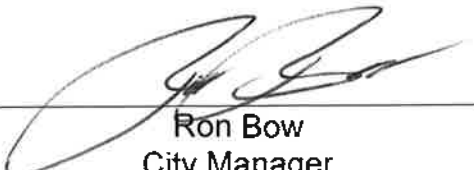
Jim Smith
Chief of Police

Prepared by:



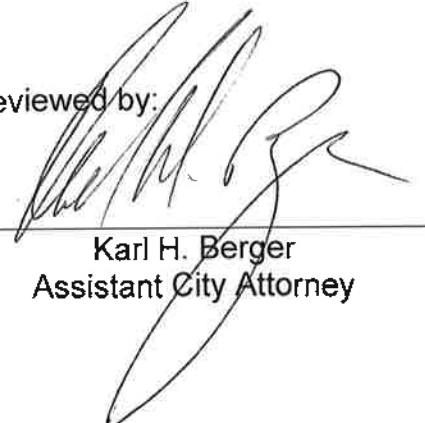
Peter Yung
Corporal/Range Master

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney



City Council Staff Report

DATE: September 5, 2018

AGENDA ITEM NO: **Consent Calendar
Agenda Item 3-D.**

TO: The Honorable Mayor and City Council
FROM: Michael Huntley, Director of Community & Economic Development
SUBJECT: Appropriation of Funds for New Holiday Decorations for Business Improvement District No. 1 (BID)

RECOMMENDATION:

It is recommended that the City Council:

1. Appropriate \$24,900 to cover the cost of new holiday decorations; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The holiday decorations in the downtown and within the Business Improvement District (BID) area are over 10 years old and in extremely poor condition.

The Business Improvement District Advisory Committee (BIDAC) is requesting the City Council authorize the appropriation of \$24,900 from BID reserves to cover costs related to new holiday decorations.

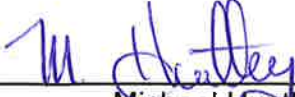
BACKGROUND:

The BIDAC has decided to decorate the Garvey Avenue light poles and the trees within the medians, but has elected not to decorate Garfield Avenue this year due to the rising costs of janitorial services. The BIDAC will reconsider decorating Garfield Avenue next year should funding be available. Acquisition and installation of new decorations will be accomplished in accordance with the MPMC's purchasing requirements.

FISCAL IMPACT:

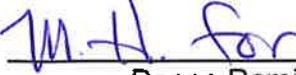
There is no impact to the general fund. All costs are covered through the BID fund reserves.

Respectfully submitted by:



Michael Huntley
Director of Community &
Economic Development

Prepared by:



Donna Ramirez
Economic Development
Specialist

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney



City Council Staff Report

DATE: September 5, 2018

AGENDA ITEM NO: Consent Calendar
Agenda Item 3-E.

TO: The Honorable Mayor and City Council
FROM: Tom Cody, Director of Human Resources and Risk Management
SUBJECT: Personnel Board Recommendation to the City Council for Re-Appointment to Current Board Seat

RECOMMENDATION:

It is recommended that the City Council:

1. Approve a recommendation to re-appoint Mr. Gregory Verbeck to the Personnel Board to an additional term.
2. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

Personnel Board Member Mr. Gregory Verbeck's term ended June 30, 2018. Members to the Personnel Board are appointed pursuant to the following Municipal Code section:

2.28.050 Personnel board – Appointment

(a) The city council shall appoint the members of the personnel board in the following manner: One member from a list of three persons nominated by the personnel of the Monterey Park fire and police departments, one member from a list of three persons nominated by the remaining employees of the city, two members from the community at large, **and one member from a list of three persons nominated by a majority of the four previously appointed members.** A majority vote of the city council shall be required to appoint a member of the personnel board. [Emphasis added]

(b) Nominations as required in subsection (a) of this section shall be made to the council within thirty days following notification by the council that such nominations are required. In the event nominations are not received within the thirty-day period, the council may proceed to fill the vacancies by appointment from the community at large.

Per Monterey Park Municipal Code § 2.28.050, Mr. Gregory Verbeck's occupies the Board seat nominated by the recommendation of the Personnel Board.

BACKGROUND:

Mr. Gregory Verbeck was re-nominated by the Personnel Board on August 8, 2018.

FISCAL IMPACT:

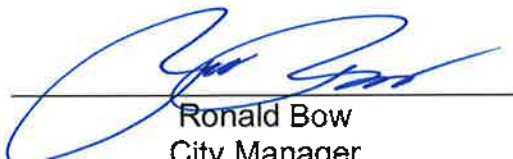
None

Respectfully submitted by:



Tom Cody
Director of Human Resources
and Risk Management

Approved by:



Ronald Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Personnel Board Current Membership
2. Gregory Verbeck's Application

ATTACHMENT 1

Personnel Board Current Membership

PERSONNEL BOARD

Seat No. 1 (Personnel Board appointee)	Gregory W. Verbeck	Terms: 7/7/10 - 6/30/11 7/1/14 - 6/30/18
Seat No. 2 (Safety Employees)	Harvey Chin	Terms: 3/21/18 – 3/21/22
Seat No. 3 (Community At Large)	Liane Kwan	Terms: 6/22/16 - 6/22/20
Seat No. 4 (Miscellaneous Employees)	Pauline Lemire (Chair)	Terms: 10/06/92 – 10/06/96 10/06/96 – 10/06/00 7/11/01 – 1/17/06 1/18/06 – 6/03/09 6/03/09 – 6/05/13 6/05/13 – 3/21/18 3/21/18 – 3/21/22
Seat No. 5 (Community At Large)	Gustavo Reynoso	Terms: 3/21/18 – 3/21/22
Staff Liaison:	Tom Cody, Director of Human Resources and Risk Management Sandie Lee	320 W. Newmark Ave., 91754 (626) 307-1345 B (626) 255-4034 C (Tom Cody) tcody@montereypark.ca.gov slee@montereypark.ca.gov

Meetings: Second Wednesday, City Hall Council Chambers, 7:00 p.m. 5 Members. Chapter 2.28.020 Monterey Park Municipal code. The terms of office of the members of the board shall be for four years.

NOTE: When a vacancy occurs, corresponding represented constituency must be notified for recommendation to the City Council with three candidates.

Note: post special vacancies notice 20 days before expiration date or within 20 days after.

ATTACHMENT 2

Gregory Verbeck's Application



CITY OF MONTEREY PARK

320 West Newmark Ave.
Monterey Park, CA 91754
(626) 307-1362
www.montereypark.ca.gov

CITY CLERK OFFICE

2018 AUG 29 A 11:44

Application for Civic Service City Commissions/Boards/Committees

CITY OF MONTEREY PARK

The Monterey Park City Council seeks citizens to serve on duly constituted Boards, Commissions, and Committees to assist and advise City Council on specific assigned matters. No citizen may serve on more than one standing Board, Commission, or Committee at one time. Applications will be kept on file for one (1) year from the date received. For certain boards, annual residency verification is required in accordance to MPMC 2.82. This is a public document and is subject to disclosure. Please return completed application and proof of residency (if required) to the City Clerk's office in person, by mail or email at mpclerk@montereypark.ca.gov.

Name GREGORY VERBECK

Commission/Committee or Board on which you want to serve (You may list more than one)

1) PERSONNEL BOARD

3) _____

2) _____

4) _____

Home Address 933 RIDGECREST ST.

City MONTEREY PARK

Zip Code 91754

If resident of the City of Monterey Park, how long? 26 YRS

E-Mail Address GVERBECK@CALTELINK.NET

Telephone 626-590-8808

Occupation RETIRED MONTEREY PARK POLICE SERGEANT

Business Name _____

Business Address _____

Zip Code _____

Telephone _____

Have you ever been convicted of a felony? Yes ☐ No ☒

If so, please state the nature of offense, state and disposition on a separate sheet of paper. Convictions will not necessarily result in automatic disqualification, however, failure to give complete and accurate information may be grounds for rejection and/or removal from office.

Prior Community Involvement/Activities

RETIRED FROM THE MONTEREY PARK POLICE DEPARTMENT AFTER 31 YEARS OF SERVICE. SERVED ON THE MONTEREY PARK COMMUNITY RELATIONS COMMISSION, THE MONTEREY PARK TRAFFIC COMMISSION, AND AM CURRENTLY ON THE MONTEREY PARK PERSONNEL BOARD. I HAVE BEEN INVOLVED WITH THE CITY OF MONTEREY PARK FOR FORTY-SEVEN YEARS. I ALSO VOLUNTEER FOR THE POLICE DEPARTMENT EMERGENCY COMMUNICATIONS (MPEC).

CITY OF MONTEREY PARK – Application for Civic Service
City Commissions/Boards/Committees

Name GREGORY VERBECK

Provide a brief review of your background, qualifications, education and your interest in serving the City

I HAVE LIVED IN MONTEREY PARK SINCE 1992, AND WORKED FOR MONTEREY PARK SINCE 1971. UPON RETIREMENT FROM THE POLICE DEPARTMENT, I ENTERED THE PRIVATE SECTOR AND WORKED AS THE HUMAN RESOURCE MANAGER. I AM CURRENTLY THE CHAIRPERSON OF THE PERSONNEL BOARD.

References: List two.

Name PHYLLIS ISHISAKA

Address 933 RIDGECREST ST. MONTEREY PARK 91754

Telephone BELL - 626-824-0409

Name ROB DALTON

Address 1800 FULTON AVE. MONTEREY PARK 91755

Telephone 626-280-7414

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of commission.

I further acknowledge that information contained in this application is a public record and may be subject to disclosure and I may be required to file a Statement of Economic Interests Form (Form 700).

Signature Gregory W. Verbeck

Date 8-23-2018

For office use only

I certified that proof of residency was verified in accordance to MPMC 2.82. I declare under penalty of perjury that the forgoing is true and correct.

Proof of residency: Name: Gregory Verbeck

Government Issued ID ☐

Utility Bill ☐

Voter Registration ☒

Other _____

Signature HCHO

Date 8/29/2018

Print

Clear Page



City Council Staff Report

DATE: September 5, 2018

AGENDA ITEM NO: Consent Calendar
Agenda Item 3-F.

TO: The Honorable Mayor and City Council
FROM: Tom Cody, Director of Human Resources and Risk Management
SUBJECT: Resolution of the City Council of the City of Monterey Park to allow the Federal Bureau of Investigation to Process Fingerprints as Part of the Pre-Employment Background Investigation Process.

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution No. _____ authorizing the City of Monterey Park to allow the Federal Bureau of Investigation to process fingerprints as part of the Pre-Employment Background Investigation Process; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park uses the fingerprinting report services of the California Department of Justice (DOJ) to obtain criminal background information for City employment (including volunteers and contract employees). This information is critical in evaluating candidates for City employment with the City of Monterey Park.

To ensure that the City identifies candidates who may have a federal criminal record, however, requires that the City also access the FBI's reporting services. This requires that the City Council adopt a resolution authorizing transmittal of information to the FBI for background checks.

BACKGROUND:

The City Council previously adopted resolutions authorizing California DOJ background checks (Resolution No. 9539, adopted May 13, 1991; Resolution No. 10731, adopted June 5, 2002). Staff recommends that the background investigation be expanded to access federal databases to ensure that persons seeking employment, volunteer status, or contractors are thoroughly vetted.

Access to FBI criminal history information will allow for a more comprehensive investigation, including information on pre-employment candidates with federal charges connected to white collar crime, cyber crime, organized crime, federal level thefts such as bank robberies and even federal weapons charges. The discovery of any federal

charges against a potential City employee, volunteer or contract employee is critical to assisting staff in making a final employment decision.

In order for the City to access federal criminal information available at the FBI, the Department of Justice provides a sample federal level Resolution for cities, states, or districts. Further contact with DOJ's help desk confirmed the signed resolution would be the only requirement the City needs to complete. The adopted resolution will be forwarded to Department of Justice who in-turn will forward it to the FBI for approval.

FISCAL IMPACT:

The fiscal impact will be an additional \$18 charge for every fingerprint processed and a response time of 1-3 weeks. Last year the City processed 176 fingerprints and this would be a cost of approximately \$3,200. Currently the DOJ response time can be as short as 24 hours or as long as a few months.

Respectfully submitted by:



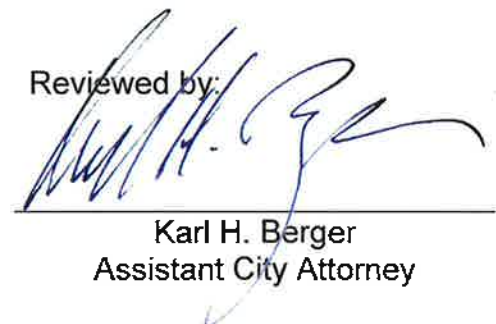
Tom Cody
Director of Human Resources
and Risk Management

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT(S): (Make sure all attachments are labeled.)

1. Resolution No. 9539
2. Resolution No. 10731
3. Sample State and Federal Resolution for City/State/District
4. Resolution

ATTACHMENT 1
Resolution No. 9539

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEREY PARK TO ALLOW THE DEPARTMENT OF
JUSTICE TO PROCESS FINGERPRINTS

SECTION 1. WHEREAS, Penal Code Sections 11105(b)(10) and 13300(b)(10) authorize cities access to state and local summary criminal history information for employment; and

WHEREAS, Penal Code Sections 11105(b)(10) and 13300(b)(10) require that there be a requirement or exclusion from employment based on specific criminal conduct on the part of the subject of the record; and

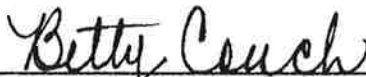
WHEREAS, Penal Code Sections 11105(b)(10) and 13300(b)(10) require the Monterey Park City Council to specifically authorize access to summary criminal history information for employment; and

THEREFORE, be it RESOLVED, that the City of Monterey Park is hereby authorized to access summary criminal history information for employment; and

Be it further RESOLVED, that the City of Monterey Park shall not consider a person who has been convicted of a felony or misdemeanor involving moral turpitude eligible for employment; except that such conviction may be disregarded if it is determined that mitigating circumstances exist, or that the conviction is not related to the employment in question.

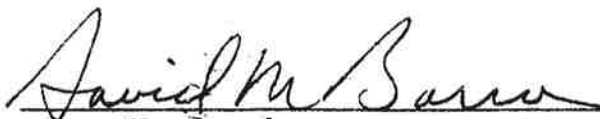
SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

APPROVED and ADOPTED this 13th day of May, 1991.



Mayor of the City of Monterey Park, California

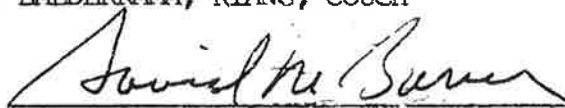
ATTEST:



City Clerk of the City of Monterey Park

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Monterey Park at a regular meeting thereof held on the 13th day of May, 1991, the following vote of the City Council:

AYES:	COUNCIL MEMBERS:	CHU, PURVIS, BALDERRAMA, KIANG, COUCH
NOES:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE



City Clerk of the City of Monterey Park

ATTACHMENT 2
Resolution No. 10731

RESOLUTION NO. 10731 .

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTEREY PARK, CALIFORNIA
TO ALLOW THE DEPARTMENT OF JUSTICE
TO PROCESS FINGERPRINTS**

WHEREAS, Penal Code Sections 11105(b) (10) and 13300(b) (10) authorize the City of Monterey Park to access state and local summary criminal history information for employment, licensing or certification purposes; and

WHEREAS, Penal Code Sections 11105(b) (10) and 13300(b) (10) requires that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b) (10) and 13300(b) (10) require the City of Monterey Park City Council to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes.

NOW, THEREFORE, BE IT RESOLVED, that the City of Monterey Park is hereby authorized to access summary criminal history information for employment (including volunteers and contract employees), licensing, or certification purposes, and

BE IT FURTHER RESOLVED, that the City of Monterey Park shall not consider a person who has been convicted of a felony or misdemeanor involving moral turpitude eligible for employment (including volunteers and contract employees), or licensing; except that such conviction may be disregarded if it is determined that mitigating circumstances exist, or that the conviction is not related to the employment, volunteerism or license in question.

APPROVED AND ADOPTED this 5th day of June, 2002.



Fred Balderrama, Mayor
City of Monterey Park,
California

ATTEST:



David M. Barron, City Clerk

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

I, David M. Barron, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 10731 was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the this 5th day of June, 2002, by the following vote:

AYES	COUNCIL MEMBERS:	ALONSO, VENTI, MARTINEZ, LAU, BALDERRAMA
NAES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

Dated this 5th day of June, 2002.



David M. Barron, City Clerk
City of Monterey Park,
California

ATTACHMENT 3
Sample State and Federal Resolution for City/
State/District

SAMPLE STATE AND FEDERAL RESOLUTION

CITY/COUNTY/DISTRICT/JPA RESOLUTION

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment, licensing or certification purposes; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, governing body of a city, county or district or joint powers authority to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes.

NOW THEREFORE, BE IT RESOLVED, that the (city/county/district/joint powers authority) are hereby authorized to access state and federal level summary criminal history information for employment (including volunteers and contract employees), licensing of (indicate positions of all prospective licensee's), or certification for (name all prospective titles applying for certification) purposes and may not disseminate the information to a private entity.

ATTACHMENT 4

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK, CALIFORNIA TO ALLOW THE FEDERAL
BUREAU OF INVESTIGATION TO PROCESS FINGERPRINTS**

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts and joint powers authorities to access state and local summary criminal history information for employment, licensing or certification purposes; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the city council, board of supervisors, governing body of a city, county or district or joint powers authority to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes.

NOW THEREFORE, BE IT RESOLVED, that the City of Monterey Park is hereby authorized to access state and federal level summary criminal history information for employment (including volunteers and contract employees) and may not disseminate the information to a private entity.

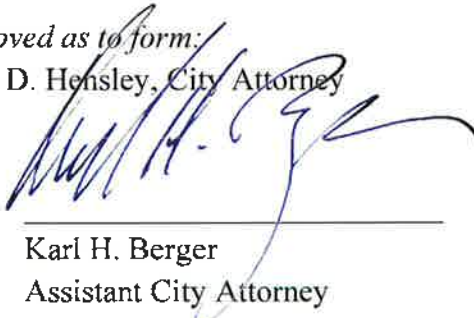
APPROVED AND ADOPTED this ____ day of _____, 2018

Stephen Lam, Mayor
City of Monterey Park,
California

ATTEST:

Vincent D. Chang, City Clerk

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

By: 

Karl H. Berger
Assistant City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on this ____ day of _____, 2018 by the following vote:

AYES: Council Members:
NEES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

Dated this ____ day of _____, 2018

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



City Council Staff Report

DATE: September 5, 2018

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

TO: Honorable Mayor and Members of the City Council
FROM: Michael A. Huntley, Community and Economic Development Director
SUBJECT: A Public Hearing to consider a General Plan Amendment (GPA-17-01), Zone Change (ZC-17-01), and Tentative Map No. 77195 (TM-17-10) to subdivide air rights for an 8-unit residential development – 2011 Potrero Grande Drive.

RECOMMENDATION:

It is recommended that the City Council consider:

- (1) Opening the continued public hearing;
- (2) Receiving documentary and testimonial evidence;
- (3) Closing the public hearing;
- (4) Taking the following action:
 - a. Waive first reading and introduce an Ordinance approving a General Plan Amendment (GPA-17-01) and Zone Change (ZC-17-01);
 - b. Adopt a Resolution approving a Tentative Map No. 77195 (TM-17-10) subject to GPA-17-01 and ZC-17-01 along with conditions of approval; and
- (5) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act)

The Project is categorically exempt from additional environmental review pursuant to CEQA Guidelines §§ 15315 and 15332 as a Class 15 categorical exemption (Minor Land Divisions) and Class 32 categorical exemption (Infill Development) in that the project is the subdivision of air rights to establish and maintain an 8-unit condominium development. The proposed development occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses. The project site is a vacant dirt lot and has no value as habitat for endangered, rare or threatened species. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The site can be adequately served by all required utilities and public services because the City is the utilities and public services provider. No variances are required for this project, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous two years, and the parcel is relatively flat and does not have an average slope greater than 20 percent.

EXECUTIVE SUMMARY:

On April 24, 2018, the Planning Commission adopted Resolution No. 07-18 which recommends that the City Council adopt a General Plan Amendment (GPA-17-01),

Zone Change (ZC-17-01), and Tentative Map No. 77195 (TM-17-10). Collectively, these actions would allow construction of an 8-unit residential development. The Planning Commission staff report dated April 24, 2018 and the minutes from the April 24, 2018 Planning Commission meeting are attached for reference. The Planning Commission found that there was sufficient evidence to support the General Plan Amendment, Zone Change, and Tentative Map for the proposed project.

BACKGROUND AND ANALYSIS:

The applicant, Enterprise One Inc., seeks a General Plan Amendment, Zone Change, and Tentative Map to subdivide air rights to develop an 8-unit condominium project at 2011 Potrero Grande Drive ("Project Site"). The subject property is currently zoned C-S (Commercial Services) and the General Plan designation is Commercial. An in-depth analysis of the Project is set forth in the Planning Commission staff report dated April 24, 2018 (which is attached for reference).

The Planning Commission asked about the following matters during its meeting on April 24, 2018:

- proximity of the proposed residential units to the transmission towers;
- the project's relationship to the Climate Action Plan;
- the proposed changes and incremental modification of the General Plan;
- opportunity to revitalize and enhance the intersection and underutilization of the property;
- impacts on the school district; and
- adequacy of fire and safety services and infrastructure.

As was explained at that time, the nearest Southern California Edison tower is approximately 150 feet from the subject property. The proposed project will be a less intensive use than a commercial development. The project will result in a reduction in vehicle trips. There will be less impervious surfaces and substantially more landscaping than a commercial project. The project will be less impactful to the environment. The project is an appropriate use considering that the property is situated between Encanto Walk, the Edison right-of-way, and other SCE properties, and there is a need for more housing. The Montebello School District is supportive of a residential development because it currently has a slight decline in its student population and the project will help to increase the student population. There have been many improvements to the infrastructure within the last two to three years because of all the projects occurring on Potrero Grande Drive. A copy of the unofficial minutes from that Planning Commission meeting is attached for reference.

At the end of the public hearing, the Planning Commission found that the proposed Project met the requirements of applicable law and adopted Resolution No. 07-18.

OTHER ITEMS:

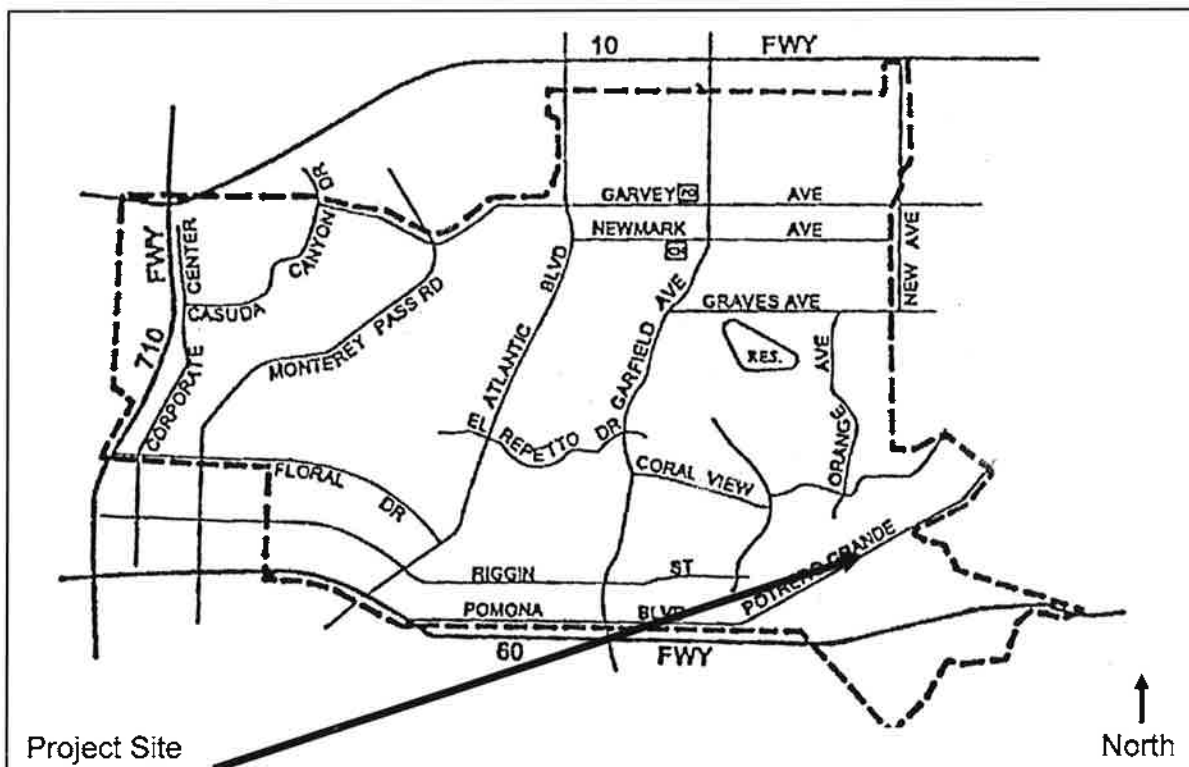
Ballot Measures

Staff reviewed all Ballot Measures that affect land use and development in the City. Measure L (Ordinance No. 1578) is the only relevant Ballot Measure; it is codified at MPMC Chapter 21.42. Because the project site is less than one acre (32,424 square feet or 0.74 acres), approval is not required for the proposed zone change.

Legal Notification

The legal notice of this hearing was posted at the subject site, City Hall, Monterey Park Bruggemeyer Library, and Langley Center on **July 3, 2018** and published in the Wave on **July 12, 2018**, with affidavits of posting on file. The legal notice of this hearing was mailed to **91** property owners within a 300 foot radius and current tenants of the property concerned on **July 3, 2018**.

Vicinity Map



Aerial Map



ALTERNATIVE COMMISSION CONSIDERATIONS:

None.

FISCAL IMPACT:

There will be an increase in property tax revenue, and an incidental increase in sales tax revenue by the introduction of additional housing along Potrero Grande Drive.

By:

Michael Huntley
Director of Community and
Economic Development

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

- Attachment 1: Draft Ordinance
- Attachment 2: Draft Resolution
- Attachment 3: Tentative Map No. 77195
- Attachment 4: Planning Commission Staff Report dated April 24, 2018
- Attachment 5: Planning Commission Minutes dated April 24, 2018

ATTACHMENT 1

Draft Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING THE LAND USE MAP OF THE GENERAL PLAN (GPA-17-01) TO CHANGE THE LAND USE DESIGNATION FROM C TO MDR; AND AMENDING THE ZONING MAP (ZC-17-01) TO CHANGE THE ZONING FROM C-S TO R-2 TO ALLOW CONSTRUCTION OF AN 8-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 2011 POTRERO GRANDE DRIVE.

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

SECTION 1: The City Council finds and declares that:

- A. On October 19, 2017, Enterprise One Inc., submitted an application pursuant to Title 21 of the Monterey Park Municipal Code ("MPMC") requesting approval of General Plan Amendment (GPA-17-01) and Zone Change (ZC-17-01) to construct a new 8-unit residential development at 2011 Potrero Grande Drive ("Project");
- B. The proposed Project was reviewed by the Community and Economic Development Department for, in part, consistency with the General Plan and conformity with the MPMC;
- C. In addition, the City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines");
- D. The Community and Economic Development Department completed its review and scheduled a public hearing regarding the proposed Project, before the Planning Commission for April 24, 2018. Notice of the public hearing on the proposed Project was posted and mailed as required by the MPMC;
- E. On April 24, 2018, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed Project, including, without limitation, information provided to the Planning Commission by City staff, members of the public, and the applicant's representatives. The Planning Commission adopted Resolution No. 07-18 which recommended that the City Council adopt the General Plan Amendment (GPA-17-01) and Zone Change (ZC-17-01);
- F. The City Council reviewed the proposed Project and related environmental aspects of the proposal as required by the MPMC at the September 5, 2018 hearing; and
- G. The City Council has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of September 5, 2018.

SECTION 2: *Factual Findings and Conclusions.* The City Council finds as follows:

ORDINANCE NO.
PAGE 2 of 4

- A. The applicant requests a General Plan Amendment to change the land use designation for the Project site from Commercial (C) to Medium Density Residential (MDR) and a Zone Change to change the zone regulating the Project site from Commercial Services (C-S) to Medium Density Residential (R-2). The General Plan Amendment and Zone Change are necessary to allow construction of the proposed 8-unit residential development and would allow the subject property to be more consistent and compatible with the land uses in the immediate vicinity.
- B. The City has not received a commercial development proposal for the site for the past few decades. Commercial tenant spaces in the area experience high levels of turnovers and vacancies. The property abuts property owned by SCE to the north, south, and west. Located to the east of the project site is Encanto Walk, a residential development approved by referendum and the City Council in 2014 (Measure A: the "Potrero Grande Drive Initiative"). The proposed Zone Change would be compatible with the land use designation to the north and will have minimal impacts on the residential properties located north of the SCE right-of-way.
- C. The property is a 32,424 (0.74 acres) square feet vacant lot. The lot is regularly shaped and relatively flat. The proposed project is an 8-unit condominium development which will not exceed the density prescribed in the R-2 zone. The lot size will not change and the maximum allowable height will be less intensive than the current commercial zone, decreasing from 40 feet, 3-stories to 30 feet, 2-stories.

SECTION 3: Environmental Assessment. Because of the facts identified in Section 2 of this Resolution, the Project is categorically exempt from additional environmental review pursuant to CEQA Guidelines §§ 15315 and 15332 as a Class 15 categorical exemption (Minor Land Divisions) and Class 32 categorical exemption (Infill Development).

SECTION 4: Voter Approval not Required. The City Council finds that the proposed amendment does not exceed one acre of land and consequently does not require voter approval pursuant to MPMC § 21.42.020(E). Furthermore, to the extent that these amendments change use and requirements within zones, they do not increase residential densities (defined as total number of dwelling units per gross acre as prescribed by the MPMC), or change lot size or building height requirements in the commercial or manufacturing zones as currently defined by the zoning regulations within the meaning of MPMC § 21.42.020(C).

SECTION 5: Approvals.

ORDINANCE NO.

PAGE 3 of 4

- A. The Monterey Park General Plan Land Use Map is amended to change the land use designation for the Project site from Commercial to Medium Density Residential as set forth in attached Exhibit "A," and incorporated by reference.
- B. The zoning for the Project site is changed from C-S (Commercial Services) to R-2 (Medium Density Residential). Accordingly, the Zoning Map is amended as set forth in attached Exhibit "B," and incorporated by reference.

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

SECTION 7: *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 8: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 9: Repeal of any provision of the MPMC, or any other City resolution or ordinance herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

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

SECTION 11: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within ten (10) days after the passage and adoption of this Ordinance, cause it to be

ORDINANCE NO.
PAGE 4 of 4

published or posted in accordance with California law.

SECTION 12: This Ordinance will take effect on the 30th day following its final passage and adoption.

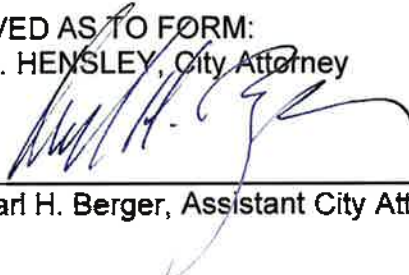
PASSED, APPROVED, AND ADOPTED this September 5, 2018.

Stephan Lam, Mayor

ATTEST:

Vincent D. Chang, City Clerk

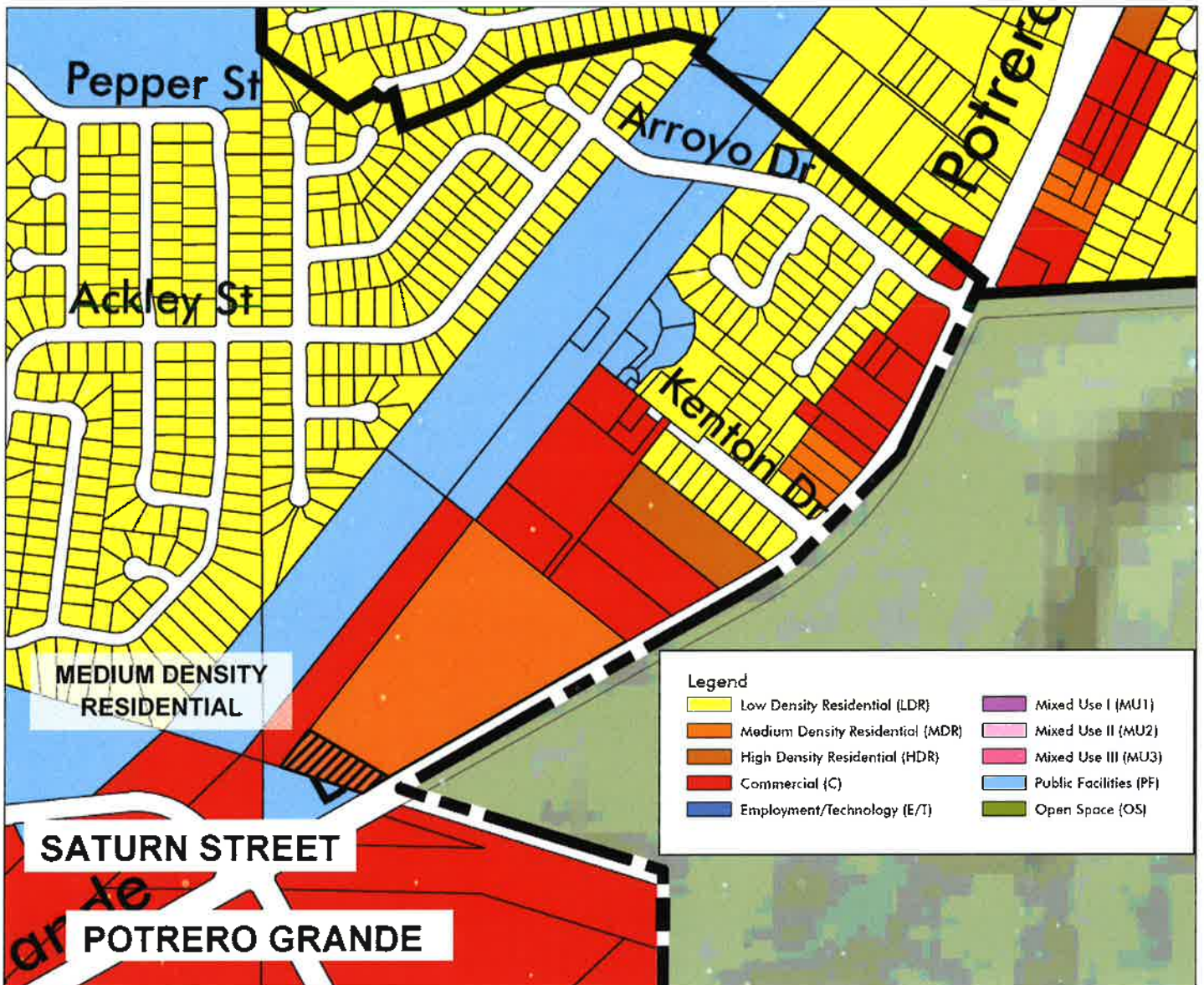
APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: 

Karl H. Berger, Assistant City Attorney

Exhibit B

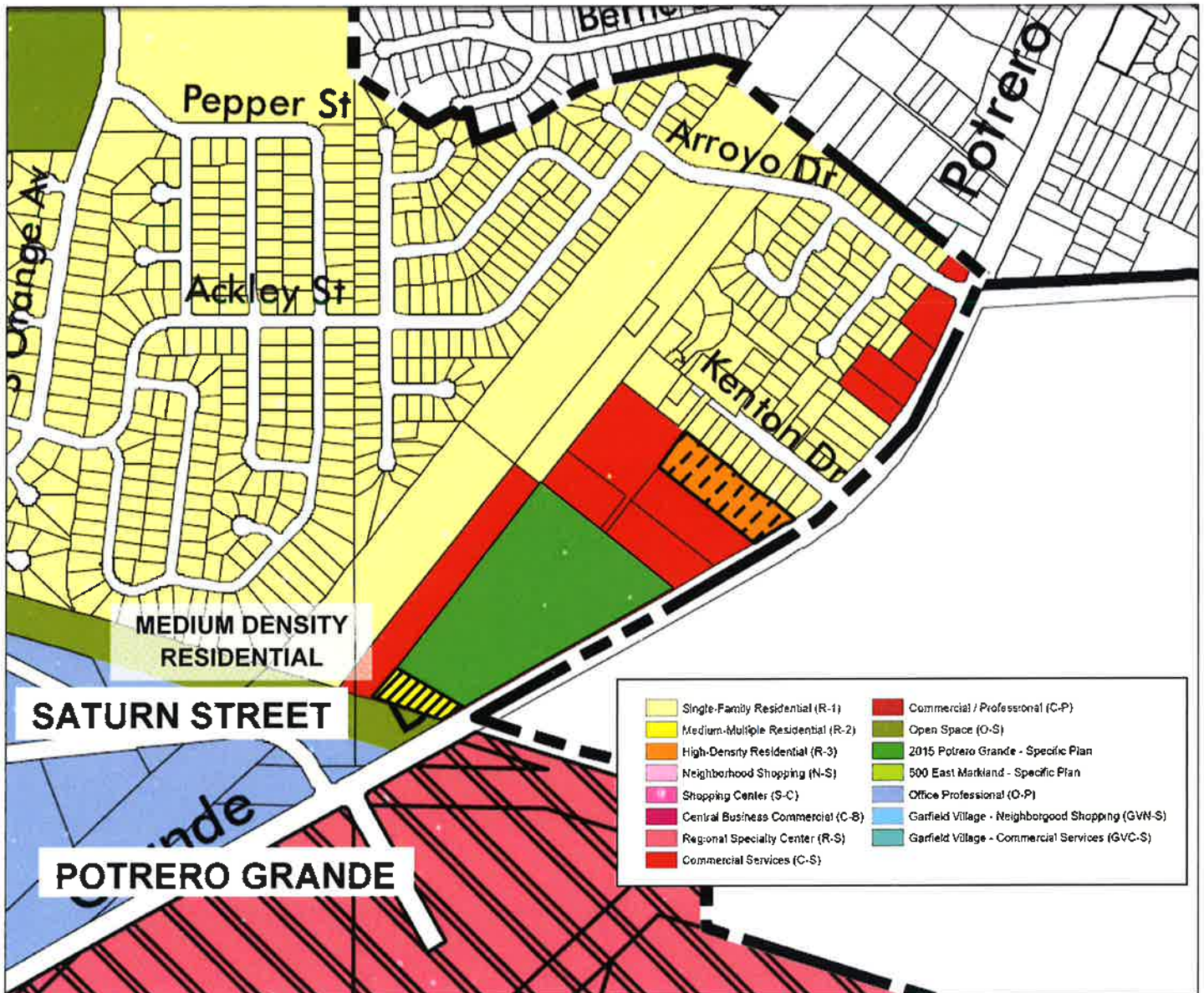
2011 POTRERO GRANDE DRIVE



Amendment of the Land Use Map from Commercial to Medium Density Residential

Exhibit C

2011 POTRERO GRANDE DRIVE



Amendment of the Zoning Map from Commercial Services (C-S) to Medium Density Residential (R-2)

ATTACHMENT 2

Draft Resolution

RESOLUTION NO.

A RESOLUTION APPROVING TENTATIVE MAP NO. 77195 (TM-17-10) TO SUBDIVIDE AIR RIGHTS FOR AN 8-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 2011 POTRERO GRANDE DRIVE

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

SECTION 1: The City Council finds and declares that:

- A. On October 19, 2017, Enterprise One Inc., submitted an application pursuant to Title 20 and 21 of the Monterey Park Municipal Code ("MPMC"), requesting approval of Tentative Map No. 77195 (TM-17-10) to construct a new 8-unit residential development at 2011 Potrero Grande Drive ("Project");
- B. The proposed Project was reviewed by the Community and Economic Development Department for, in part, consistency with the General Plan and conformity with the MPMC;
- C. In addition, the City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines");
- D. The Community and Economic Development Department completed its review and scheduled a public hearing regarding the proposed Project, before the Planning Commission for April 24, 2018. Notice of the public hearing on the proposed Project was posted and mailed as required by the MPMC;
- E. On April 24, 2018, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed Project including, without limitation, information provided to the Planning Commission by City staff, members of the public, and the applicant's representatives. The Planning Commission adopted Resolution No. 07-18 which recommended that the City Council approve Tentative Map No. 77195 (TM-17-10);
- F. The City Council reviewed the proposed Project and related environmental aspects of the Project as required by the MPMC at the September 5, 2018 hearing; and
- G. The City Council has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of September 5, 2018.

SECTION 2: *Factual Findings and Conclusions.* The City Council finds that the following facts exist and makes the following conclusions:

- A. The property for the Project is currently zoned C-S (Commercial Services) and the General Plan designation is Commercial. The Project includes the subdivision of air rights to create and develop the subject property at a maximum density of 8 dwelling units per acre. Because residential use is currently prohibited in the C-S zone, the applicant is requesting a General Plan Amendment and a Zone Change

RESOLUTION NO.

PAGE 2 of 4

to change the land use designation of the property from C-S to Medium Density Residential (R-2) to allow the proposed 8-unit condominium project.

- B. The project site is located on the north side of Potrero Grande Drive, three lots east of Saturn Street. Properties located to the north of the subject property include an easement owned by Southern California Edison ("SCE") and single-family dwellings, to the south are Potrero Grande Drive and SCE's administrative office headquarters, to the west is a vacant lot owned by SCE, and to the east is an 80-unit residential development (Encanto Walk), a public storage facility, wholesaling and warehousing buildings and a few other commercial tenant spaces, and a 114-unit affordable senior housing apartment development.
- C. The property is a 32,424 (0.74 acres) square feet vacant dirt lot. The lot is regular shaped and relatively flat.
- D. The property is accessible from Potrero Grande Drive, a principal arterial street with a width ranging from 84 to 100 feet curb-to-curb within a 100- to 120-foot right-of-way.
- E. There are no rare plants, wild animals nor cultural, historical or scenic aspects within the surrounding area. The property is not located within a natural watershed or wildlife corridor.
- F. There are no public easements for access within the proposed development.
- G. The site on which the property is located is not identified as a hazardous site and is not located in close proximity to any known health hazards.

SECTION 3: Environmental Assessment. Because of the facts identified in Section 2 of this Resolution, the Project is categorically exempt from additional environmental review pursuant to CEQA Guidelines §§ 15315 and 15332 as a Class 15 categorical exemption (Minor Land Divisions) and Class 32 categorical exemption (Infill Development).

SECTION 4: Tentative Map Findings. The City Council finds as follows pursuant to Government Code § 66474 and MPMC Title 20:

- A. The proposed tentative map will be consistent with applicable general and specific plans, when amended, as required by Government Code § 66473.5. The tentative map for this project would allow eight condominium units to be constructed on the site. This is less than the maximum density of 16 dwelling units per acre for this site. Consequently, the project complies with the General Plan, as amended. The lot is accessible from Potrero Grande Drive, a principal arterial with a width ranging from 84 to 100 feet curb-to-curb within a 100- to 120-foot right-of-way, which is adequate in size and capacity to accommodate the anticipated traffic that will be generated by the proposed development.

RESOLUTION NO.

PAGE 3 of 4

- B. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans, as amended. The design of the proposed Project is consistent with the General Plan, as amended, in that the project is an 8-unit condominium project, which is compatible with the medium density housing either attached or detached allowed in the medium density residential category. There is no specific plan adopted for this area
- C. The site is physically suitable for the type of development and the proposed density of the development. The size of the lot is 32,424 (0.74 acres) square feet; under the regulations of the Medium Density Zone requirements, this lot size could accommodate up to 11 units (as the Medium Density Residential Zone allows for a building density of 1 unit per 2,723 square feet of lot area for a lot at least 100 feet wide and 15,000 square feet in size). The proposed application is for an 8-unit condominium project. The size of the lot will accommodate the type and density of the Project.
- D. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The subject property is bordered by residentially developed lots to the north, south, east, and west. There are no rare plants, wild animals nor cultural, historical or scenic aspects within the surrounding area. The property is not located within a natural watershed or wildlife corridor and therefore is not likely to disrupt environmentally sensitive areas outside of the immediate project area.
- E. The design of the subdivision or the type of improvements is not likely to cause serious public health problems. The proposed subdivision will not cause any public health problems in that the subject development will be constructed according to all City, State, and Federal regulations and specifications. The site on which the property is located is not identified as a hazardous site and is not located in close proximity to any known health hazards. The type of use of the property is to be residential, which is unlikely to result in serious health problems.
- F. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within proposed subdivision. There are no public easements for access within the proposed development.

SECTION 5: Approvals. Subject to the General Plan Amendment and Zone Change contemplated by this Resolution along with conditions listed in attached Exhibit "A," which is incorporated into this Resolution by reference, the City Council approves Tentative Map No. 77195.

SECTION 6: Reliance on Record. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. The findings and determinations

RESOLUTION NO.
PAGE 4 of 4

constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7: *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 8: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 9: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

SECTION 10: A copy of this Resolution will be mailed to the applicant and to any other person requesting a copy.

SECTION 11: This Resolution will become effective immediately upon adoption.

ADOPTED AND APPROVED this ____ day of September 2018.

Stephan Lam, Mayor

ATTEST:

Vincent D. Chang, City Clerk

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

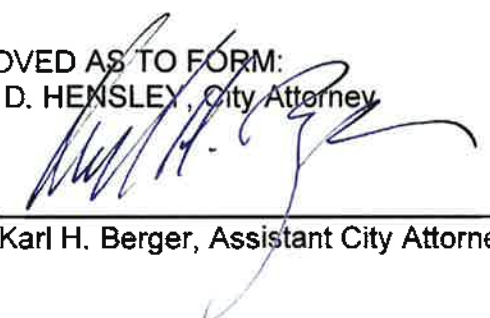
By: 
Karl H. Berger, Assistant City Attorney

Exhibit A

CONDITIONS OF APPROVAL

2011 POTRERO GRANDE DRIVE

In addition to all applicable provisions of the Monterey Park Municipal Code ("MPMC"), Enterprise One Inc. agrees that it will comply with the following provisions as conditions for the City of Monterey Park's approval of Tentative Map No. 77195 (TM-17-10) ("Project Conditions").

PLANNING:

1. Enterprise One Inc. (the "Applicant"), agrees to indemnify and hold the City harmless from and against any claims, actions, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of GPA-17-01, ZC-17-01, and TM-17-10 except for such loss or damage arising from the City's sole negligence or willful misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City's approval of GPA-17-01, ZC-17-01, and TM-17-10, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the elected officials, appointed officials, officers, and employees of the City of Monterey Park.
2. This approval is for the project as shown on the plans reviewed and approved by the Planning Commission and on file. Before the City issues a building permit, the Applicant must submit plans, showing that the project substantially complies with the plans and conditions of approval on file with the Planning and Building and Safety Division. Any subsequent modification must be referred to the Director of Community and Economic Development for a determination regarding the need for Planning Commission review and approval of the proposed modification.
3. The tentative map expires twenty-four months after its approval if the use has not commenced or if improvements are required, but construction has not commenced under a valid building permit. A total of three, one year, extensions may be granted by the Planning Commission upon finding of good cause. An application requesting an extension must be filed with the Community and Economic Development Department.
4. All conditions of approval must be listed on the plans submitted for plan check and on the plans for which a building permit is issued.

5. Before building permits are issued, the applicant must obtain all the necessary approvals, licenses and permits and pay all the appropriate fees as required by the City.
6. The real property subject to TM-17-10 must remain well-maintained and free of graffiti.
7. Building permits are required for any interior tenant improvements.
8. Landscaping/irrigation must be maintained in good condition at all times.
9. A final map must be approved and recorded before the City issues a certificate of occupancy.
10. All enclosed garage spaces must be used for off-street parking only. There cannot be any personal storage or conversion of this space that would prevent the parking of vehicles in the enclosed garage. This condition must be included in the conditions, covenants and restrictions ("CC&Rs") recorded for this property.

BUILDING:

11. The second sheet of the building plans must list all City of Monterey Park conditions of approval.
12. A valid building permit does not allow excavations to encroach into adjacent property. Requirements for protection of adjacent property are defined in Civil Code § 832.
13. The site plan must indicate the proposed path of building sewer, size of sewer line, location of cleanouts, and the invert elevation of the lateral at the property line.
14. A soils and geology report is required as part of plan check submittal.
15. Before the City issues a building permit, the applicant must obtain a permit from CAL-OSHA to construct the project.
16. The applicant must submit a compaction report for demolition of previous buildings to the Monterey Park Public Works Department for approval before the City allows the applicant to excavate new foundations.

ENGINEERING:

17. Under the Los Angeles County Municipal "National Pollutant Discharge Elimination System (NPDES) Permit," which the City of Monterey Park is a permittee; this project involves the distribution of soils by grading, clearing and/or excavation. The applicant/property owner is required to obtain a "General Construction Activity Storm Water" Permit, and the City of Monterey Park will condition grading permits on evidence of compliance with this permit and its requirements. Compliance information is available in the office of the City

Engineer. Upon approval of the NPDES document by the City, the applicant/property owner must submit an electronic copy of the approved NPDES file, including site drawings, prior to the issuance of a building or grading permit.

18. The applicant must record the Final Map after the City Council approves the final map and the City Council accepts any applicable bonds or agreements.
19. The applicant/property owner must provide written proof that there are no liens against the subdivision for unpaid taxes or special assessments and submit Los Angeles County tax bill, tax payment receipt, and copy of cancelled check before filing a Final Map with the City for approval.
20. The developer/owner is responsible for paying all applicable City development impact fees as required by the MPMC.
21. Covenants Conditions & Restrictions ("CC&Rs") conforming to these conditions of approval must be filed with the City Engineer, or designee, for approval. The CC&Rs must be approved as to form by the City Attorney; the applicant must pay for all costs associated with such review. A copy of the approved recorded CC&Rs must be submitted before final inspection and clearance of the building permit.
22. All improvement plans, including grading and public improvement plans must be based upon City approved criteria. Benchmark references to be obtained from the Engineering Division.
23. A water plan must be submitted for review and approval from the City Engineer, or designee. This plan must substantiate adequate water service for domestic flow, fire flow, and identify backflow prevention. A water system analysis must be provided by the developer to demonstrate that the new development does not negatively impact the existing system. If the existing system does not have adequate pressure and fire flow to serve the development, the developer will be responsible for upgrading the water main as necessary in the public right-of-way.
24. The domestic water demand study must be provided to the City in the form (Average Hourly Demand) and (Peak Hourly Demand) at the time building plans are submitted for plan check. If it is determined that the surrounding infrastructure is inadequate to meet the additional demand of the project, the developer must provide recommendations to improve the system to a level needed to meet the additional demand. This must include hydraulic modeling and calculations supporting the recommendation. The proposed system improvements will be reviewed and validated by the City's Water Division and the City Engineer, or designee.
25. The applicant must provide survey monuments denoting the new property boundaries and lot lines to the satisfaction of the City Engineer. All maps must be prepared from a field survey. Compiled maps are not permitted unless approval is granted by the City Engineer. Whenever possible, lot lines must be located to

coincide with the top of all man-made slopes. Any deviation from this requirement must be approved by the City Engineer.

26. The applicant must provide a site drainage plan for review and approval by the City Engineer. The property drainage must be designed so that the property drains to the public street or in a manner otherwise acceptable to the City Engineer. Drainage from contiguous properties must not be blocked and must be accommodated to the satisfaction of the City Engineer. A hydrology and hydraulic study of the site may be required for submittal to the City Engineer for review and approval.
27. All storm drainage facilities serving the development must accommodate a 50-year storm. If existing storm drain facilities are inadequate they must be enlarged as necessary. All storm drain facilities must be designed and constructed to Los Angeles County Department of Public Works standards and specifications. The City Engineer must approve all plans for such design and construction before the Public Works Director, or designee, approves grading and drainage plans.
28. The applicant must provide a street improvement plan for Potrero Grande Drive up to the street centerline. The street improvement must consist of pavement grinding and rubberized asphalt overlay and may require localized pavement repairs depending on the conditions of the streets. The new curb and gutter, main entry driveway, 5-foot wide sidewalk and 5-foot wide parkway must be constructed with landscape and irrigation. The improvements along the entire property frontage must be approved by the City Engineer.
29. A street lighting/photometric plan must be prepared for the review and approval of the City Engineer.
30. The applicant must prepare landscaping and irrigation plans and all parkway tree types must be reviewed and approved by the Recreation and Community Services Director, or designee.
31. All public works improvements must comply with the standards and specifications of the City and to the satisfaction of the City Engineer. All public works improvements must be completed and accepted by the City or the applicant must enter into a public improvement agreement, in a form approved by the City Attorney that is secured by an appropriate surety before a final map may be approved by the City Council.
32. All electric, telephone and cable TV utility services must be installed fully underground and in accordance with City standards. A utility plan must be prepared and submitted showing all existing and proposed utilities. The utilities may be shown on either a separate plan or on the proposed site plan.
33. The applicant must provide a Sewer Study for existing wastewater contributory flow and sewer connection at the time building plans are submitted for plan check. A sewer connection reconstruction fee will be assessed at the time the City issues a building permit in accordance with MPMC Chapter 14.06 .

34. All buildings must have roof gutters and all roof drainage must be conducted to the streets or an approved drainage facility in a manner approved by the City Engineer prior to the approval of the drainage plans.
35. The grading and drainage plan must be submitted by the first plan check and must incorporate all pertinent site development comments from the approved geotechnical report. The removals of any onsite pesticide contaminated soil must be included as part of the grading and drainage plan for the site.
36. The Tentative Map must incorporate the adopted conditions of approval and any specific criteria noted by the City Engineer. The tentative map must also show existing drainage patterns of all properties adjacent to the site, including relevant topographic elevations from the adjacent properties.
37. The City reserves the right to restrict driveway access to and from the project in the event future traffic conditions warrant such restricted turn movements.

FIRE:

38. All conditions identified by the Fire Department are subject to review and approval by the Fire Chief for determination of applicability and extent to which any condition may be required.
39. All structures must be fully sprinklered per National Fire Protection Association (NFPA) 13D and local amendments.
40. The proposed fire hydrant must be able to provide 1,000 gallons per minute (gpm) at 20 pounds per square inch (psi) for 1 hour duration. Verification of water supply available must be provided by the water purveyor upon building plan submittal. A reduction in the required fire flow up to 50 percent is allowed by a written request to the Fire Department, per California Fire Code (CFC) Appendix B and C.
41. Address numbers must be provided on the street curb. Numerals must be four inches in height, two and one-half inches in width with a stroke width of approximately three-fourths inch. The house number must be centered on a six-inch by 16-inch. Rectangular background, per MPMC § 13.17.050.

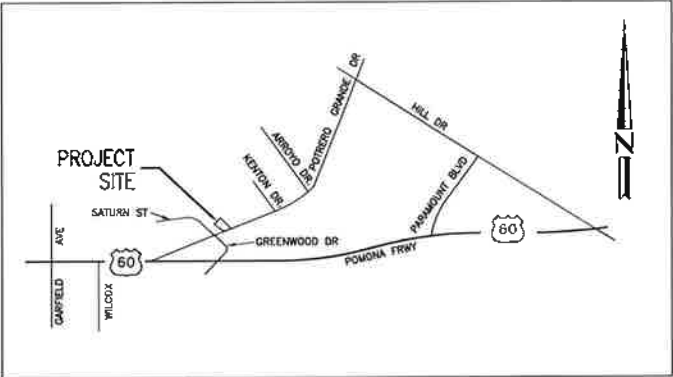
By signing this document, Enterprise One Inc., certifies that the Applicant read, understood, and agrees to the Project Conditions listed in this document.

Enterprise One Inc., Applicant

ATTACHMENT 3

Tentative Map No. 77195

TENTATIVE TRACT MAP NO. 77195
FOR CONDOMINIUM PURPOSES
CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES COUNTY
STATE OF CALIFORNIA



VICINITY MAP
N.T.S.
THOMAS GUIDE: PAGE 636
GRID 05

SHEET INDEX	
TENTATIVE TRACT MAP	1
SITE PLAN	2



OWNER:
TEXAS LAND AND CATTLE CORPORATION
5560 S FORT APACHE ROAD STE 100
LAS VEGAS, NV, 89148

APPLICANT/DEVELOPER:
ENTERPRISE ONE INC.
5560 S FORT APACHE ROAD, #100
LAS VEGAS, NV 89148
ATTN: ERIC EVERMIST
(909) 438-6224

SITE ADDRESS:
2011 POTRERO GRANDE DRIVE
MONTEREY PARK, CALIFORNIA, 91755

ARCHITECT:
EBE ASSOCIATES INC.
3125 ANAHEIM STREET
LOS ANGELES, CA 90005
(323) 550-8335

SOILS ENGINEERS:
ALBUS-KEEFE & ASSOCIATES
1011 N ARMONDO ST.
ANAHEIM, CA 92805
(714) 630-1626

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF N60°37'53"E ALONG THE CENTERLINE OF POTRERO GRANDE DRIVE PER P.M. NO. 23456, P.M.B. 267/79-80.

BENCHMARK:
THE ELEVATIONS SHOWN HEREON ARE BASED ON LACPM BENCHMARK NO. "Y 11037" DESCRIBED AS FOLLOWS:
LACPM TAG IN S CB POTRERO GRANDE DR @ E SIDE OF DRIVE TO EDISON BLDG 1000.
ELEV: 372.635' NAVD-88

FLOOD ZONE:
PER FEMA'S WEBSITE ZONE X (AREA'S DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER MAP NO. 06037C1865F DATED SEPT. 26, 2008.

EXISTING LAND USE:
1 PARCEL - NURSERY
EXISTING ZONING:
POTRERO GRANDE SPECIFIC PLAN
GENERAL PLAN:
MEDIUM DENSITY RESIDENTIAL

TAX ASSESSOR'S PARCEL NO.:
5276-018-004
LAND AREA:
GROSS AREA : 32,436 SQ. FT. (0.745 ACRES±)

LEGAL DESCRIPTION

THE FOLLOWING LEGAL DESCRIPTION IS FROM PRELIMINARY TITLE REPORT PREPARED BY TITOL TITLE INSURANCE COMPANY ORDER NO. 00391164-996-B01 DATED MARCH 23, 2016.

REAL PROPERTY IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 2 IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 23456 FILED IN BOOK 267 PAGES 79 AND 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM 51 PERCENT OF ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES BUT WITHOUT RIGHT OF SURFACE ENTRY THEREON ABOVE A DEPTH OF 500 FEET OF THE SURFACE, WHICH WAS EXCEPTED IN THE DEED FROM ERNEST H. GRAFTEN, A MARRIED MAN, RECORDED JUNE 20, 1958 AS INSTRUMENT NO. 422 IN BOOK 0-132 PAGE 852, OFFICIAL RECORDS.

APN: 5276-018-004

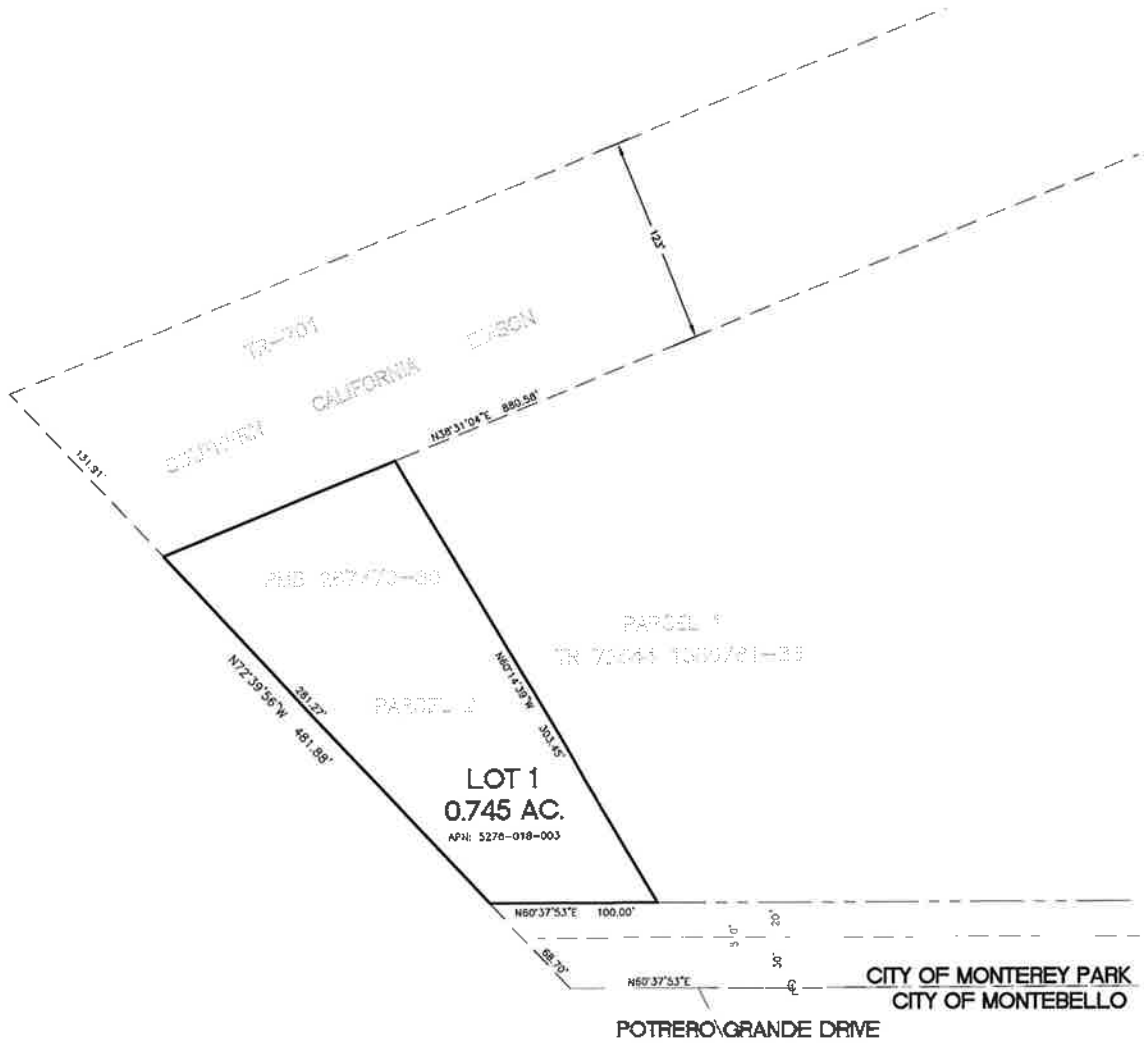
TITLE INFORMATION

THE FOLLOWING INFORMATION IS FROM PRELIMINARY TITLE REPORT PREPARED BY TITOL TITLE INSURANCE COMPANY ORDER NO. 00391164-996-B01 DATED MARCH 23, 2016.

NO EASEMENTS ON CURRENT SITE

GENERAL INFORMATION:

1. CONTOUR INTERVAL IS 1 FOOT.
2. ALL DIMENSIONS ARE APPROXIMATE.
3. ALL IMPROVEMENTS REQUIRED BY THE CITY OF MONTEREY SHALL BE INSTALLED TO THE SATISFACTION OF THE CITY ENGINEER.
4. ON-SITE SANITARY SEWER SYSTEM SHALL BE PRIVATE.
5. ON-SITE WATER SYSTEM SHALL BE PRIVATE.
6. ON-SITE STORM DRAIN SHALL BE PRIVATE, UNLESS OTHERWISE NOTED.
7. ON-SITE DRIVE AISLES SHALL BE PRIVATE.
8. SETBACK REQUIREMENTS PER POTRERO WALK SPECIFIC PLAN
9. DATE OF SURVEY: 8/14/17
10. DATE OF PREPARATION: 8/14/17



UTILITY PURVEYORS:

ELECTRICITY: SOUTHERN CALIFORNIA EDISON COMPANY
PH. (626) 302-4544
GAS: SOUTHERN CALIFORNIA GAS COMPANY
PH. (800) 427-2000
TELEPHONE: AT&T
PH. 1-888-944-8447
WATER: SAN GABRIEL VALLEY WATER CO.
PH. (626) 448-8183
SEWER: SAN GABRIEL VALLEY WATER CO.
PH. (626) 448-8183
CABLE T.V.: AT&T BROADBAND
PH. (909) 624-5566
TRASH: ATMENS DISPOSAL SERVICES
PH. (626) 336-8100

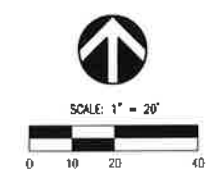
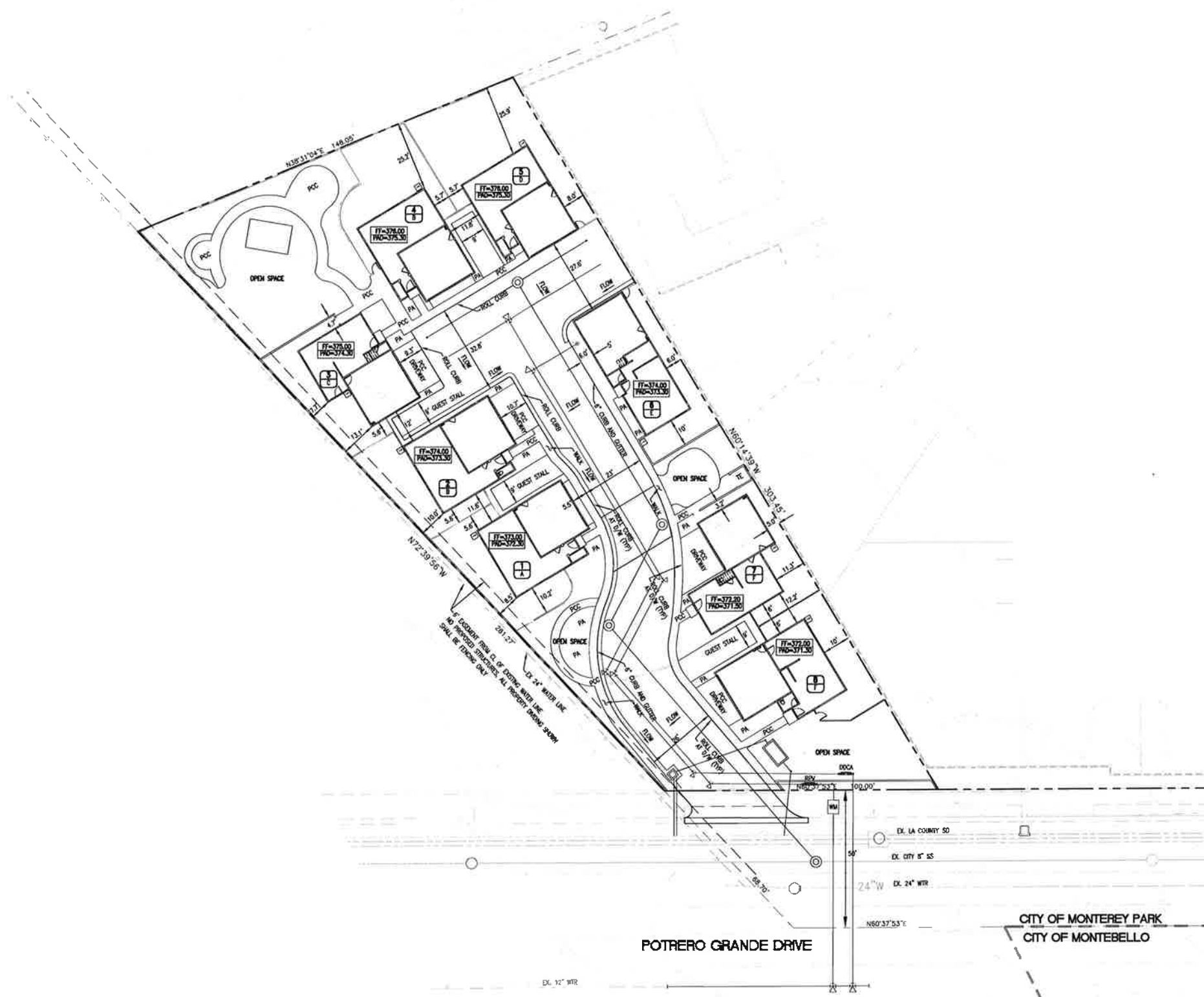


REVISIONS		
REV	DATE	DESCRIPTION

PREPARED BY:
KES TECHNOLOGIES INC
CIVIL ENGINEERING
LAND PLANNING AND SURVEYING
1 VENTURE STE 100
DRIVING, CALIFORNIA 9208

TENTATIVE TRACT MAP NO. 77195
2011 POTRERO GRANDE DRIVE

SHEET 1
OF 2



	REVISIONS		PREPARED BY: KES TECHNOLOGIES INC CIVIL ENGINEERING LAND PLANNING AND SURVEYING 1 VENTURE STB CO DOWNE, CALIFORNIA 92628	SITE PLAN TENTATIVE TRACT MAP NO. 77195 2011 POTRERO GRANDE DRIVE	SHEET 2 OF 2
	REV	DATE			

ATTACHMENT 4

Planning Commission Staff Report dated April 24, 2018



Planning Commission Staff Report

DATE: April 24, 2018

AGENDA ITEM NO: 3-A

TO: The Planning Commission
FROM: Michael A. Huntley, Community and Economic Development Director
SUBJECT: A Public Hearing to consider a General Plan Amendment (GPA-17-01), Zone Change (ZC-17-01), and Tentative Map No. 77195 (TM-17-10) to subdivide air rights for an 8-unit residential development – 2011 Potrero Grande Drive.

RECOMMENDATION:

It is recommended that the Planning Commission consider:

- (1) Opening the public hearing;
- (2) Receiving documentary and testimonial evidence;
- (3) Closing the public hearing;
- (4) Adopting the Resolution recommending that the City Council approve General Plan Amendment (GPA-17-01), Zone Change (ZC-17-01), and Tentative Map No. 77195 (TM-17-10) subject to conditions of approval; and
- (5) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act)

The Project is categorically exempt from additional environmental review pursuant to CEQA Guidelines §§ 15315 and 15332 as a Class 15 categorical exemption (Minor Land Divisions) and Class 32 categorical exemption (Infill Development) in that the project is the subdivision of air rights to establish and maintain an 8-unit condominium development. The proposed development occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses. The project site is a vacant dirt lot and has no value as habitat for endangered, rare or threatened species. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The site can be adequately served by all required utilities and public services because the City is the utilities and public services provider. No variances are required for this project, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel is relatively flat and does not have an average slope greater than 20 percent.

EXECUTIVE SUMMARY:

The applicant, Eric Everhart of Enterprise One Inc., seeks a General Plan Amendment, Zone Change, and Tentative Map to subdivide air rights to develop an 8-unit condominium project at 2011 Potrero Grande Drive ("Project Site"). The subject

property is zoned C-S (Commercial Services) and the General Plan designation is Commercial.

Property Description

The project site is located on the north side of Potrero Grande Drive, three lots east of Saturn Street. The property is a 32,424 (0.74) square feet vacant lot. The lot is regular shaped and relatively flat. Properties located to the north of the subject property include a Southern California Edison (SCE) easement, to the south is Potrero Grande Drive and SCE property, to the west is a SCE vacant lot, and to the east is an 80-unit residential development (Encanto Walk). The property is accessible from Potrero Grande Drive, a principal arterial street with a width ranging from 84 to 100 feet curb-to-curb within a 100- to 120-foot right-of-way.

General Plan Amendment

The applicant proposes to amend the General Plan designation from Commercial to Medium Density Residential. According to the General Plan Land Use Element, the Medium Density Residential land use provides for moderate density housing either as attached or detached units at a density range of 0 to 16 units per acre. The applicant proposes to construct 8 units to the acre or 70 percent of the maximum density allowed. The lot size will not change and the maximum allowable height will be less intensive than the current commercial zone, decreasing from 40 feet, 3-stories to 30 feet, 2-stories. Therefore, the applicant is not proposing to exceed the density prescribed in the R-2 zone. According to Monterey Park Municipal Code (MPMC) § 21.42.020 (C) and (E) voter approval of changes does not apply to general plan and/or zone changes which neither increases residential density, nor exceeds one acre of land.

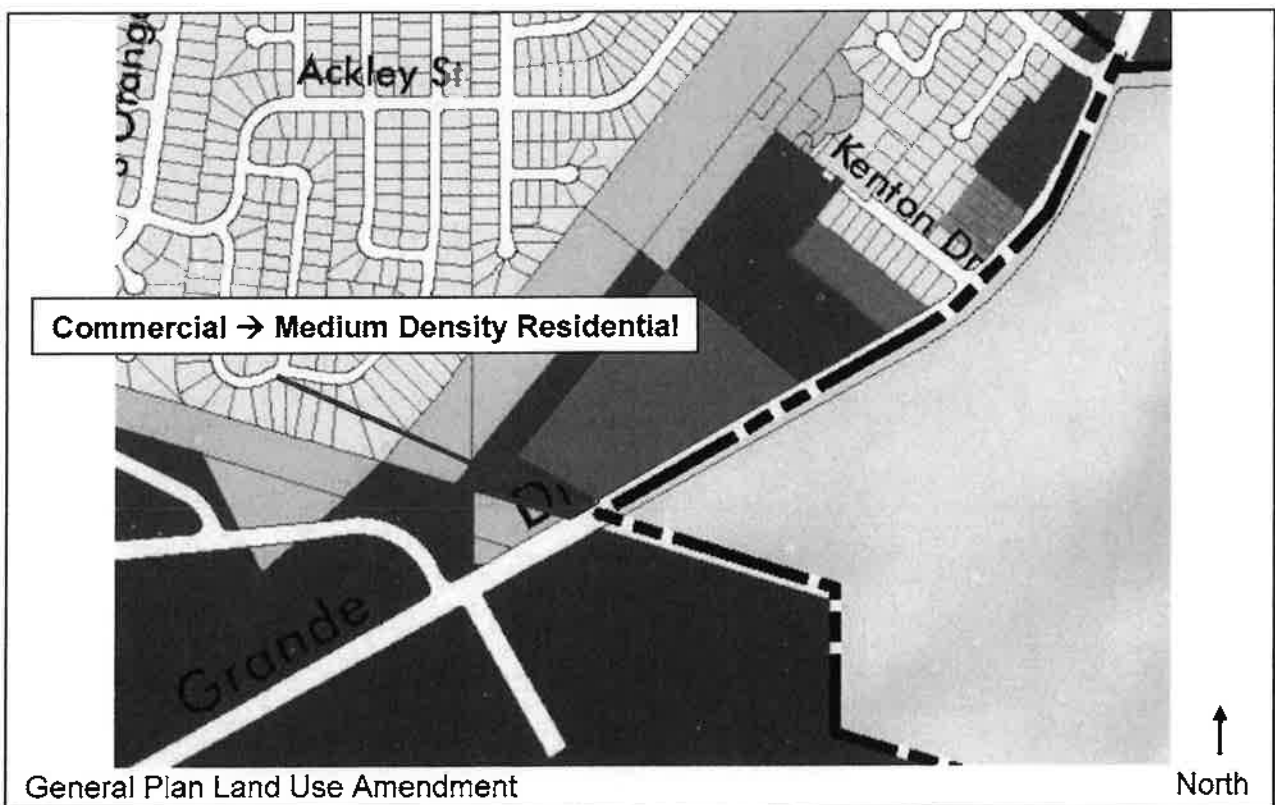
The proposed General Plan Amendment is appropriate for the site for several reasons. First, although the property is currently zoned Commercial Services (C-S) and designated Commercial in the General Plan, the City has not received a commercial development proposal for the site for the past few decades. In fact, the only proposal received for the site was another residential development in 2005. In addition, as stated above, the property abuts SCE property to the north, south, and west. To the east of the project site is Encanto Walk, a residential development approved by referendum and the City Council in 2014, a public storage facility, wholesaling and warehousing buildings and a few other commercial tenant spaces that have experienced high levels of turnovers and vacancies. Since the subject property is surrounded on three sides by SCE property and a new housing project to the east, residential development at the density proposed would be the most appropriate development pattern in this location.

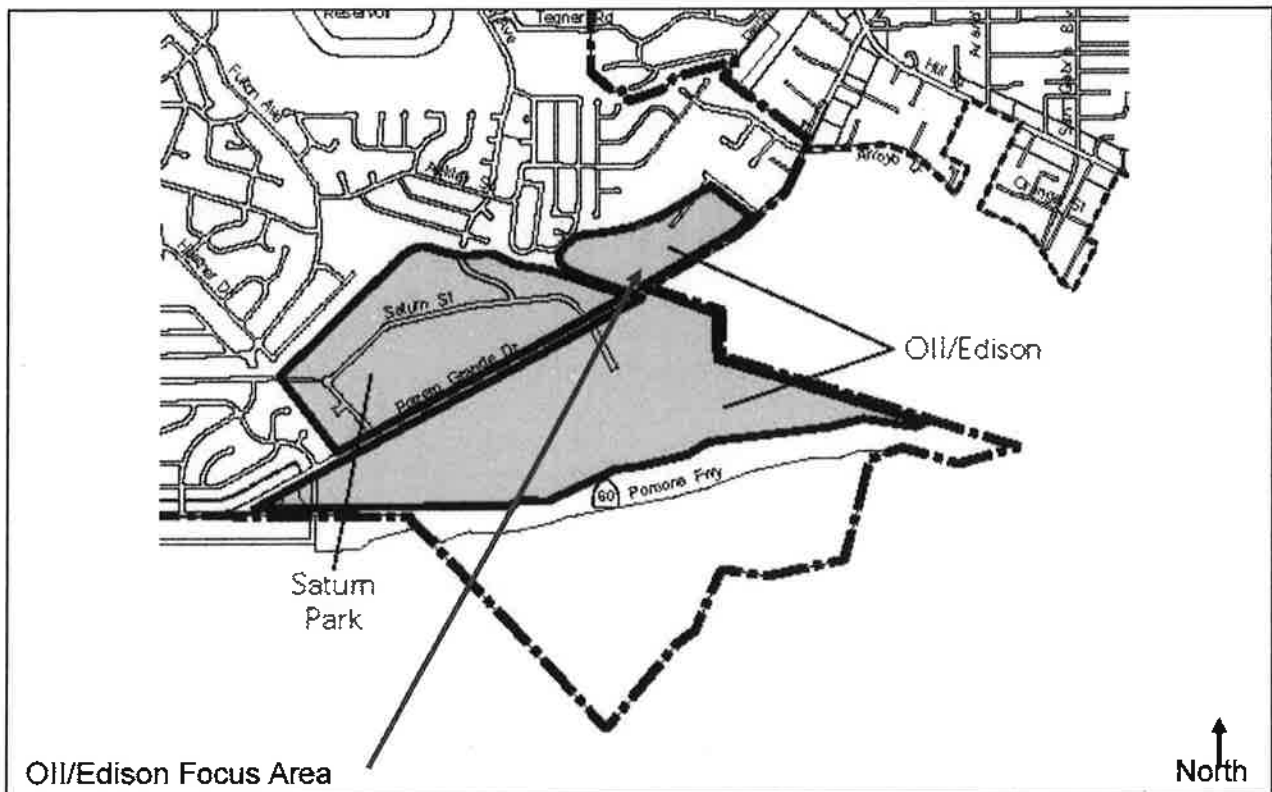
The subject site is located in the OII/Edison Focus Area. According to the OII/Edison Focus Area, SCE owns properties east of Saturn Street and north of Potrero Grande Drive. SCE could potentially consolidate operations on the property to create potential development sites, utilizing areas beneath power lines for parking. According to the General Plan, it is the intent of the City to maintain the Saturn Park area as a suitable location for diverse industrial and professional office activity, while ensuring that permitted uses do not pose a substantial risk to surrounding residential neighborhoods. By approving the requested Zone Change, the permitted use of the lot as residential

only will guarantee that the land will not be used for industrial processes, laboratory, light manufacturing, and/or warehouse use. Therefore, the requested Zone Change would comply with the City's General Plan by reducing the risk to surrounding residential neighborhoods. Furthermore, housing represents a key City asset; Goal 9.0 of the General Plan explains that it is the intent of the City to maintain and enhance the quality of life of existing residential neighborhoods. By approving the requested Zone Change, the applicant will be able to use the site to create more housing options in the City and utilize the land for residential – rather than commercial- use.

Without any long term plans from SCE to consolidate property for development, the focus of commercial development on the Oll/Edison area south of Potrero Grande Drive and north of the Pomona Freeway, and the development of Encanto Walk to the east, there is less potential for a future commercial development on the project site. The project site is currently underutilized and is more suitable for the proposed residential development.

According to MPMC Chapter 21.42, General Plan Amendment application must be filed; the Planning Commission conducts a public hearing; and following the public hearing, the Planning Commission makes a recommendation to the City Council regarding the proposed General Plan Amendment.



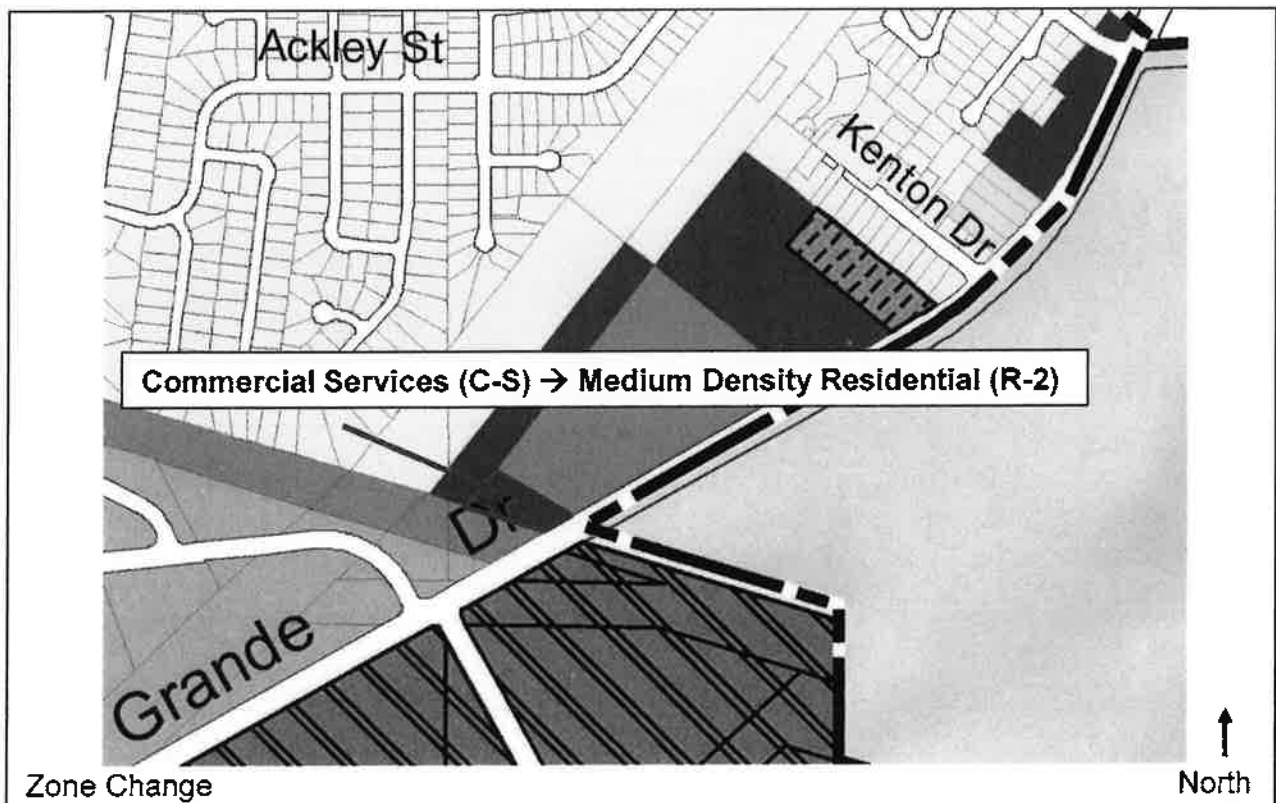


Zone Change

The applicant proposes to change the current zone from C-S (Commercial Services) to R-2 (Medium Density Residential). The proposed density will allow 8 units per acre, which is consistent with the density allowed for the R-2 (Medium Density Residential) Zone. According to MPMC Table 21.08(F), the Medium Density Residential Zone allows for a building density of 1 unit per 2,723 square feet of lot area for a lot at least 100 feet wide and 15,000 square feet in size or up to 11 units for the project site. The proposed project is an 8 unit residential development. The proposed project will provide the setbacks required an R-2 zoned residential development, including a 25 feet front setback, 25 feet rear setback, 5 feet side setback for the first floor, and a 10 feet side setback for the second floor. The proposed 8-units will range in size from 1,328 square feet to 1,473 square feet will all have 3-bedrooms. According to MPMC § 21.22.050, the parking requirement is a two-car garage plus one guest parking space per unit. Each unit will provide a two-car garage plus one guest parking space per two units. The project includes a 26 feet wide driveway. According to MPMC Table 21.08(E), the minimum required private open space is 250 square feet per unit and 600 square feet of common open space per unit. The proposed project will provide more than the minimum 250 square feet private open space requirement. The required common open space for the development is 4,800 square feet and 4,811 square feet will be provided.

The proposed Zone Change is appropriate for this property because, as previously stated, the project site abuts SCE property on three sides, including a 373 feet right-of-way to the north, vacant SCE-owned property to the west and Potrero Grande Drive and SCE-owned property to the south. Also, the General Plan land use and zoning for the

property to the east was changed from commercial to residential in 2014 to allow an 80-unit residential development. At that time, it was noted that a few lots to the east of that property had already been approved for higher density residential development, including a 114-unit affordable senior housing apartment development and a few other R-2 zoned lots and that the area would serve as a transition zone between the lower intensity residential uses to the north and higher intensity commercial land uses to the south. Additionally, the proposed zone change would be compatible with the land use designation to the north and will have minimal impacts on the residential properties located north of the SCE right-of-way. Currently, the proposed Zone Change would make the subject property more consistent and compatible with the land uses in the immediate vicinity. Lastly, there are changed conditions since the adoption of the existing zoning to warrant additional zoning of the type requested, in that there exists a higher demand for housing to serve the growing population and the proposed Zone Change will allow for greater housing opportunities in the City.



Tentative Map

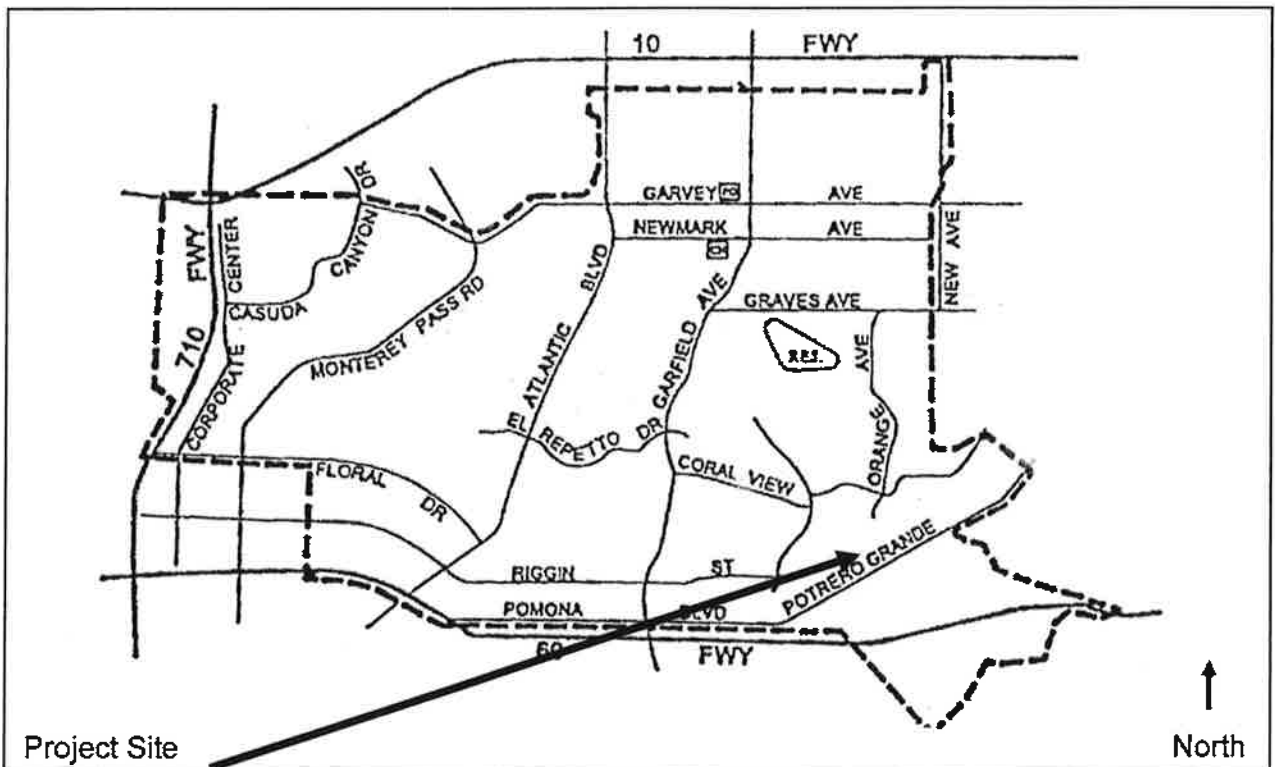
The request also includes a Tentative Tract Map to subdivide air rights to develop 8 condominium units. The property will remain as one lot. Under California law, a tentative map is required to allow for the subdivision of air space for separate ownership of each of the units. The common open space area will be maintained by a Homeowner's Association, which will be a requirement of the covenants, conditions and restrictions ("CC&Rs") that must be recorded. This proposal will allow for the subdivision of air rights for condominium purposes only.

OTHER ITEMS:

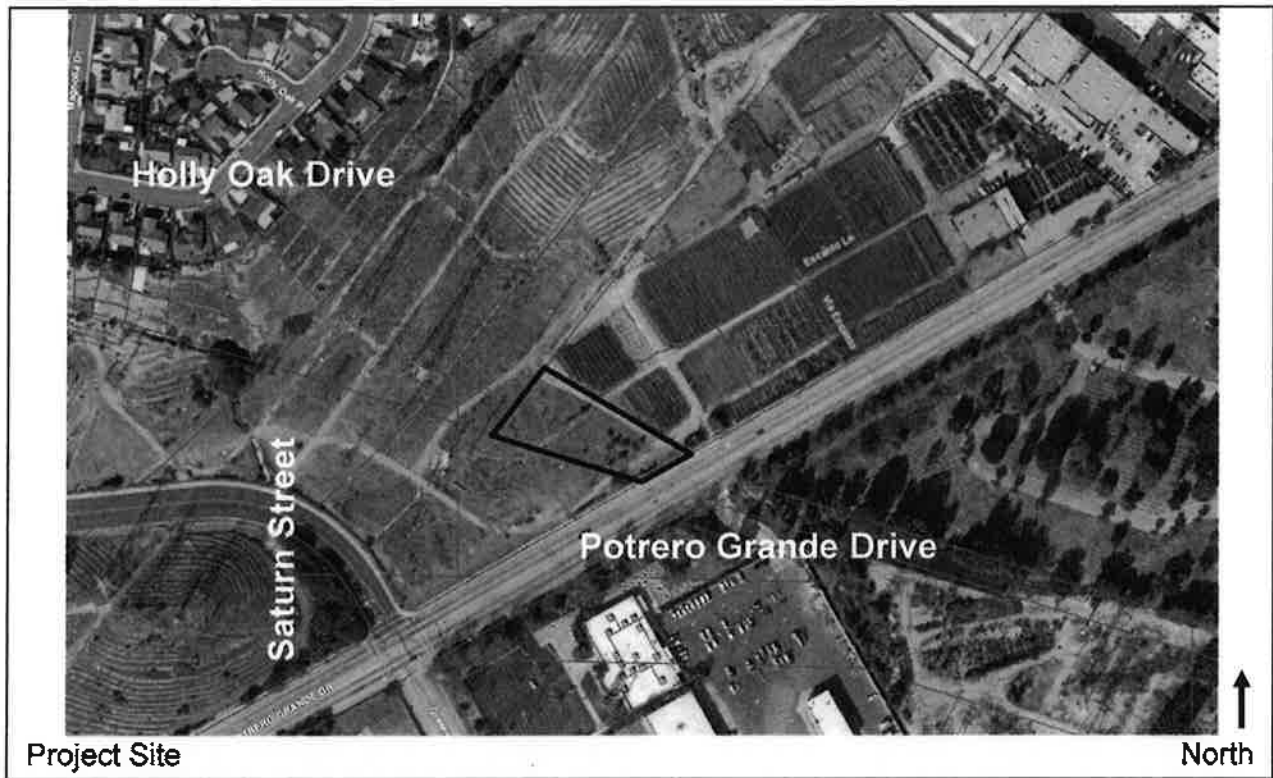
Legal Notification

The legal notice of this hearing was posted at the subject site, City Hall, Monterey Park Bruggemeyer Library, and Langley Center on **March 30, 2018** and published in the Wave on **April 5, 2018**, with affidavits of posting on file. The legal notice of this hearing was mailed to **91** property owners within a 300 foot radius and current tenants of the property concerned on **March 30, 2018**.

Vicinity Map



Aerial Map



ALTERNATIVE COMMISSION CONSIDERATIONS:

None.

FISCAL IMPACT:

There will be an increase in property tax revenue, and an incidental increase in sales tax revenue by the introduction of additional housing along Potrero Grande Drive.

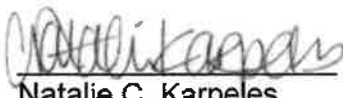
Respectfully submitted,


Michael A. Huntley
Community and Economic
Development Director

Prepared by:


Samantha Tewasart
Senior Planner

Reviewed by:


Natalie C. Karpeles
Deputy City Attorney

Attachments:

Attachment 1: Draft Resolution

Attachment 2: Tentative Map No. 77195

RESOLUTION NO. 07-18

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT GENERAL PLAN AMENDMENT (GPA-17-01), ZONE CHANGE (ZC-17-01), AND TENTATIVE MAP NO. 77195 (TM-17-10) TO SUBDIVIDE AIR RIGHTS FOR AN 8-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 2011 POTRERO GRANDE DRIVE

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

SECTION 1: The Planning Commission finds and declares that:

- A. On October 19, 2017, Enterprise One Inc., submitted an application pursuant to Tile 20 and 21 of the Monterey Park Municipal Code ("MPMC"), requesting approval of General Plan Amendment (GPA-17-01), Zone Change (ZC-17-01), and Tentative Map No. 77195 (TM-17-10) to construct a new 8-unit residential development at 2011 Potrero Grande Drive ("Project");
- B. The proposed Project was reviewed by the Community and Economic Development Department for, in part, consistency with the General Plan and conformity with the MPMC;
- C. In addition, the City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines");
- D. The Community and Economic Development Department completed its review and scheduled a public hearing regarding the proposed Project, before the Planning Commission for April 24, 2018. Notice of the public hearing on the proposed Project was posted and mailed as required by the MPMC;
- E. On April 24, 2018, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed Project, including, without limitation, information provided to the Planning Commission by City staff, members of the public, and the applicant's representatives; and
- F. This Resolution and its findings are made based upon the testimony and evidence presented to the Commission at its April 24, 2018 hearing including, without limitation, the staff report submitted by the Community and Economic Development Department.

SECTION 2: *Factual Findings and Conclusions.* The Planning Commission finds that the following facts exist and makes the following conclusions:

- A. The property is zoned C-S (Commercial Services) and the General Plan designation is Commercial. The project includes the subdivision of air rights to create and develop the subject property at a maximum density of 8 dwelling units per acre. Because residential use is prohibited in the C-S zone, the applicant is requesting a General Plan Amendment and a Zone Change to change the land use designation of the property

**PLANNING COMMISSION
RESOLUTION NO. 07-18
PAGE 2 OF 6**

from C-S to Medium Density Residential (R-2) in order to accommodate the proposed 8-unit condominium project.

- B. The project site is located on the north side of Potrero Grande Drive, three lots east of Saturn Street. Properties located to the north of the subject property include an easement enjoyed by Southern California Edison ("SCE") and single-family dwellings, to the south are Potrero Grande Drive and SCE's administrative office headquarters, to the west is a vacant lot owned by SCE, and to the east is an 80-unit residential development (Encanto Walk), a public storage facility, wholesaling and warehousing buildings and a few other commercial tenant spaces, and a 114-unit affordable senior housing apartment development.
- C. The property is a 32,424 (0.74) square feet vacant dirt lot. The lot is regular shaped and relatively flat.
- D. The property is accessible from Potrero Grande Drive, a principal arterial street with a width ranging from 84 to 100 feet curb-to-curb within a 100- to 120-foot right-of-way.
- E. The City has not received a commercial development proposal for the site for the past few decades. Additionally, commercial tenant spaces in the area experience high levels of turnovers and vacancies. The property abuts property owned by SCE to the north, south, and west. To the east of the project site is Encanto Walk, a residential development approved by referendum and the City Council in 2014. Residential development at the density proposed would be appropriate in this location. Without any long-term plans from SCE to consolidate property for development, the focus of commercial development on the OII/Edison area south of Potrero Grande Drive and north of the Pomona Freeway, and the development of Encanto Walk to the east, there is less potential for a future commercial development on the project site. The project site is currently underutilized and is more suitable for the proposed residential development.
- F. The proposed Zone Change is appropriate for this property because, as previously stated, the project site abuts SCE property on three sides, including a 373 feet right-of-way to the north, vacant SCE-owned property to the west and Potrero Grande Drive and SCE-owned property to the south. Also, the General Plan land use and zoning for the property to the east was changed from commercial to residential in 2014 to allow an 80-unit residential development; few lots to the east of that property had already been approved for higher density residential development, including a 114-unit affordable senior housing apartment development and a few other R-2 zoned lots and that the area would serve as a transition zone between the lower intensity residential uses to the north and higher intensity commercial land uses to the south. There are changed conditions since the adoption of the existing zoning to warrant additional zoning of the type requested, in that there exists a higher demand for housing to serve the growing population and the proposed Zone Change will allow for greater housing opportunities in the City.

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- G. There are no rare plants, wild animals nor cultural, historical or scenic aspects within the surrounding area. The property is not located within a natural watershed or wildlife corridor.
- H. There are no public easements for access within the proposed development.
- I. The site on which the property is located is not identified as a hazardous site and is not located in close proximity to any known health hazards.

SECTION 3: *Environmental Assessment.* A tentative map is not a project as defined by the California Environmental Quality Act (CEQA) Guidelines and therefore not subject to environmental review. A project is defined as "the whole of the action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." Because of the facts identified in Section 2 of this Resolution, the Project is categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines §§ 15315 and 15332 as a Class 15 categorical exemption (Minor Land Divisions) and Class 32 categorical exemption (Infill Development) in that the project is the subdivision of air rights to establish and maintain an 8-unit condominium development. The proposed development occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses. The project site is a vacant dirt lot and has no value as habitat for endangered, rare or threatened species. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The site can be adequately served by all required utilities and public services, because the City is the utilities and public services provider. No variances are required for this project, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel is relatively flat and does not have an average slope greater than 20 percent.

SECTION 4: *General Plan Amendment and Zone Change Findings.* After considering the factual findings of this Resolution and the accompanying staff report, the Commission finds as follows pursuant to MPMC § 21.42.020(E):

- A. The applicant is requesting a General Plan Amendment and Zone Change to change the land use designation of the property from Commercial Services (C-S) to Medium Density Residential (R-2). The City has not received a commercial development proposal for the site for the past few decades. Additionally, commercial tenant spaces in the area experience high levels of turnovers and vacancies. The property abuts property owned by SCE to the north, south, and west. To the east of the project site is Encanto Walk, a residential development approved by referendum and the City Council in 2014. The proposed Zone Change (and necessary amendments to the General Plan in order to accommodate the Zone Change) to allow for development of the proposed 8 unit residential development would conform with the General Plan by making the subject property more consistent and compatible with the land uses in the immediate vicinity. The proposed zone change would be compatible with the land use

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designation to the north and will have minimal impacts on the residential properties located north of the SCE right-of-way.

- B. General plan changes which neither exceed one acre of land nor increase residential density do not require voter approval. The property is a 32,424 (0.74) square feet vacant lot. The lot is regular shaped and relatively flat. The proposed project is an 8-unit condominium development which will not exceed the density prescribed in the R-2 zone. The lot size will not change and the maximum allowable height will be less intensive than the current commercial zone, decreasing from 40 feet, 3-stories to 30 feet, 2-stories. A General Plan Amendment application must be filed; the Planning Commission conducts a public hearing; and following the public hearing, the Planning Commission makes a recommendation to the City Council regarding the proposed General Plan Amendment.

SECTION 5: Tentative Map Findings. The Commission finds as follows pursuant to Government Code § 66474 and MPMC Title 20:

1. The subject property is proposed to be developed at a maximum density of 8 dwelling units per acre, which will not exceed the maximum allowed standard of 16 dwelling units per acre for medium density residential uses. The lot is accessible from Potrero Grande Drive, a principal arterial with a width ranging from 84 to 100 feet curb-to-curb within a 100- to 120-foot right-of-way, which is adequate in size and capacity to accommodate the anticipated traffic that will be generated by the proposed development.
2. The site is physically suitable for the type of development and the proposed density of the development. The size of the lot is 32,424 (0.74) square feet; under the parameters of the Medium Density Zone requirements, this lot size could accommodate up to 11 units (as the Medium Density Residential Zone allows for a building density of 1 unit per 2,723 square feet of lot area for a lot at least 100 feet wide and 15,000 square feet in size). The proposed application is for an 8-unit condominium project; therefore, the size of the lot is physically suitable for the type and density of the development proposed.
3. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The subject property is bordered by residentially developed lots to the north, south, east, and west. There are no rare plants, wild animals nor cultural, historical or scenic aspects within the surrounding area. The property is not located within a natural watershed or wildlife corridor and therefore is not likely to disrupt environmentally sensitive areas outside of the immediate project area.
4. The design of the subdivision or the type of improvements is not likely to cause serious public health problems. The proposed subdivision will not cause any public health problems in that the subject development will be constructed according to all City,

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State, and Federal regulations and specifications. The site on which the property is located is not identified as a hazardous site and is not located in close proximity to any known health hazards. The type of use of the property is to be residential, which is unlikely to result in serious health problems.

5. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within proposed subdivision. There are no public easements for access within the proposed development.

SECTION 6: *Recommendation.* The Planning Commission recommends that the City Council:

- A. Adopt the Ordinance set forth in Exhibit "A," and incorporated by reference, that would approve General Plan Amendment (GPA-17-01), Zone Change (ZC-17-01), and Tentative Map No. 77195 (TM-17-10) in its entirety including, without limitation, the conditions of approval set forth within the draft Ordinance.

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

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

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

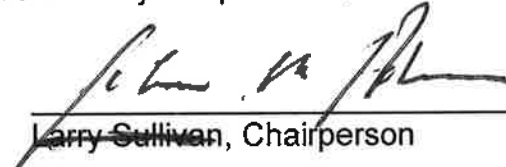
SECTION 10: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

SECTION 11: A copy of this Resolution will be mailed to the applicant and to any other person requesting a copy.

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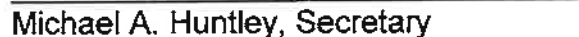
SECTION 12: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

ADOPTED AND APPROVED this 24th day of April 2018.

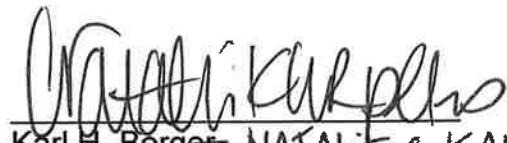

Larry Sullivan, Chairperson

I hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Monterey Park at the regular meeting held on the 24th day of April 2018, by the following vote of the Planning Commission:

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


Michael A. Huntley, Secretary

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

By: 
~~Karl H. Berger,~~ NATALIE C. KARPELES
~~Assistant City Attorney~~
DEPUTY

PLANNING COMMISSION RESOLUTION NO. 07-18

Exhibit A

CONDITIONS OF APPROVAL

2011 POTRERO GRANDE DRIVE

In addition to all applicable provisions of the Monterey Park Municipal Code ("MPMC"), Enterprise One Inc. agrees that it will comply with the following provisions as conditions for the City of Monterey Park's approval of General Plan Amendment (GPA-17-01), Zone Change (ZC-17-01), and Tentative Map No. 77195 (TM-17-10) ("Project Conditions").

PLANNING:

1. Enterprise One Inc. (the "Applicant"), agrees to indemnify and hold the City harmless from and against any claims, actions, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of GPA-17-01, ZC-17-01, and TM-17-10 except for such loss or damage arising from the City's sole negligence or willful misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City's approval of GPA-17-01, ZC-17-01, and TM-17-10, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the elected officials, appointed officials, officers, and employees of the City of Monterey Park.
2. This approval is for the project as shown on the plans reviewed and approved by the Planning Commission and on file. Before the City issues a building permit, the Applicant must submit plans, showing that the project substantially complies with the plans and conditions of approval on file with the Planning and Building and Safety Division. Any subsequent modification must be referred to the Director of Community and Economic Development for a determination regarding the need for Planning Commission review and approval of the proposed modification.
3. The tentative map expires twenty-four months after its approval if the use has not commenced or if improvements are required, but construction has not commenced under a valid building permit. A total of three, one year, extensions may be granted by the Planning Commission upon finding of good cause. An application requesting an extension must be filed with the Community and Economic Development Department.
4. All conditions of approval must be listed on the plans submitted for plan check and on the plans for which a building permit is issued.

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5. Before building permits are issued, the applicant must obtain all the necessary approvals, licenses and permits and pay all the appropriate fees as required by the City.
6. The real property subject to TM-17-10 must remain well-maintained and free of graffiti.
7. Building permits are required for any interior tenant improvements.
8. Landscaping/irrigation must be maintained in good condition at all times.
9. A final map must be approved and recorded before the City issues a certificate of occupancy.
10. All enclosed garage spaces must be used for off-street parking only. There cannot be any personal storage or conversion of this space that would prevent the parking of vehicles in the enclosed garage. This condition must be included in the conditions, covenants and restrictions ("CC&Rs") recorded for this property.

BUILDING:

11. The second sheet of the building plans must list all City of Monterey Park conditions of approval.
12. A valid building permit does not allow excavations to encroach into adjacent property. Requirements for protection of adjacent property are defined in Civil Code § 832.
13. The site plan must indicate the proposed path of building sewer, size of sewer line, location of cleanouts, and the invert elevation of the lateral at the property line.
14. A soils and geology report is required as part of plan check submittal.
15. Before the City issues a building permit, the applicant must obtain a permit from CAL-OSHA to construct the project.
16. The applicant must submit a compaction report for demolition of previous buildings to the Monterey Park Public Works Department for approval before the City allows the applicant to excavate new foundations.

ENGINEERING:

17. Under the Los Angeles County Municipal "National Pollutant Discharge Elimination System (NPDES) Permit," which the City of Monterey Park is a permittee; this project involves the distribution of soils by grading, clearing and/or excavation. The applicant/property owner is required to obtain a "General

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Construction Activity Storm Water" Permit, and the City of Monterey Park will condition the issuance of the grading permit on evidence of compliance with this permit and its requirements. Compliance information is available in the office of the City Engineer. Upon approval of the NPDES document by the City, the applicant/property owner must submit an electronic copy of the approved NPDES file, including site drawings, prior to the issuance of a building or grading permit.

18. The applicant must record the Final Map after the City Council approves the final map and the City Council accepts any applicable bonds or agreements.
19. The applicant/property owner must provide written proof that there are no liens against the subdivision for unpaid taxes or special assessments and submit Los Angeles County tax bill, tax payment receipt, and copy of cancelled check before filing a Final Map with the City for approval.
20. The developer/owner is responsible for paying all applicable City development impact fees as required by the MPMC.
21. Covenants Conditions & Restrictions ("CC&Rs") conforming to these conditions of approval must be filed with the City Engineer, or designee, for approval. The CC&Rs must be approved as to form by the City Attorney; the applicant must pay for all costs associated with such review. A copy of the approved recorded CC&Rs must be submitted before final inspection and clearance of the building permit.
22. All improvement plans, including grading and public improvement plans must be based upon City approved criteria. Benchmark references to be obtained from the Engineering Division.
23. A water plan must be submitted for review and approval from the City Engineer, or designee. This plan must substantiate adequate water service for domestic flow, fire flow, and identify backflow prevention. A water system analysis must be provided by the developer to demonstrate that the new development does not negatively impact the existing system. If the existing system does not have adequate pressure and fire flow to serve the development, the developer will be responsible for upgrading the water main as necessary in the public right-of-way.
24. The domestic water demand study must be provided to the City in the form (Average Hourly Demand) and (Peak Hourly Demand) at the time building plans are submitted for plan check. If it is determined that the surrounding infrastructure is inadequate to meet the additional demand of the project, the developer must provide recommendations to improve the system to a level needed to meet the additional demand. This must include hydraulic modeling and calculations supporting the recommendation. The proposed system improvements will be reviewed and validated by the City's Water Division and the City Engineer, or designee.

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25. The applicant must provide survey monuments denoting the new property boundaries and lot lines to the satisfaction of the City Engineer. All maps must be prepared from a field survey. Compiled maps are not permitted unless approval is granted by the City Engineer. Whenever possible, lot lines must be located to coincide with the top of all man-made slopes. Any deviation from this requirement must be approved by the City Engineer.
26. The applicant must provide a site drainage plan for review and approval by the City Engineer. The property drainage must be designed so that the property drains to the public street or in a manner otherwise acceptable to the City Engineer. Drainage from contiguous properties must not be blocked and must be accommodated to the satisfaction of the City Engineer. A hydrology and hydraulic study of the site may be required for submittal to the City Engineer for review and approval.
27. All storm drainage facilities serving the development must accommodate a 50-year storm. If existing storm drain facilities are inadequate they must be enlarged as necessary. All storm drain facilities must be designed and constructed to Los Angeles County Department of Public Works standards and specifications. The City Engineer must approve all plans for such design and construction before the Public Works Director, or designee, approves grading and drainage plans.
28. The applicant must provide a street improvement plan for Potrero Grande Drive up to the street centerline. The street improvement must consist of pavement grinding and rubberized asphalt overlay and may require localized pavement repairs depending on the conditions of the streets. The new curb and gutter, main entry driveway, 5-foot wide sidewalk and 5-foot wide parkway must be constructed with landscape and irrigation. The improvements along the entire property frontage must be approved by the City Engineer.
29. A street lighting/photometric plan must be prepared for the review and approval of the City Engineer.
30. The applicant must prepare landscaping and irrigation plans and all parkway tree types must be reviewed and approved by the Recreation and Community Services Director, or designee.
31. All public works improvements must comply with the standards and specifications of the City and to the satisfaction of the City Engineer. All public works improvements must be completed and accepted by the City or the applicant must enter into a public improvement agreement, in a form approved by the City Attorney that is secured by an appropriate surety before a final map may be approved by the City Council.
32. All electric, telephone and cable TV utility services must be installed fully underground and in accordance with City standards. A utility plan must be

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prepared and submitted showing all existing and proposed utilities. The utilities may be shown on either a separate plan or on the proposed site plan.

33. The applicant must provide a Sewer Study for existing wastewater contributory flow and sewer connection at the time building plans are submitted for plan check. A sewer connection reconstruction fee will be assessed at the time the City issues a building permit in accordance with the provisions of Chapter 14.06 of the Monterey Park Municipal Code.
34. All buildings must have roof gutters and all roof drainage must be conducted to the streets or an approved drainage facility in a manner approved by the City Engineer prior to the approval of the drainage plans.
35. The grading and drainage plan must be submitted by the first plan check and must incorporate all pertinent site development comments from the approved geotechnical report. The removals of any onsite pesticide contaminated soil must be included as part of the grading and drainage plan for the site.
36. The Tentative Map must incorporate the adopted conditions of approval and any specific criteria noted by the City Engineer. The tentative map must also show existing drainage patterns of all properties adjacent to the site, including relevant topographic elevations from the adjacent properties.
37. The City reserves the right to restrict driveway access to and from the project in the event future traffic conditions warrant such restricted turn movements.

FIRE:

38. All conditions identified by the Fire Department are subject to review and approval by the Fire Chief for determination of applicability and extent to which any condition may be required.
39. All structures must be fully sprinklered per National Fire Protection Association (NFPA) 13D and local amendments.
40. The proposed fire hydrant must be able to provide 1,000 gallons per minute (gpm) at 20 pounds per square inch (psi) for 1 hour duration. Verification of water supply available must be provided by the water purveyor upon building plan submittal. A reduction in the required fire flow up to 50 percent is allowed by a written request to the Fire Department, per California Fire Code (CFC) Appendix B and C.
41. Address numbers must be provided on the street curb. Numerals must be four inches in height, two and one-half inches in width with a stroke width of approximately three-fourths inch. The house number must be centered on a six-inch by 16-inch. Rectangular background, per MPMC § 13.17.050.

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By signing this document, Enterprise One Inc., certifies that the Applicant read, understood, and agrees to the Project Conditions listed in this document.

Enterprise One Inc., Applicant

ATTACHMENT 5

Planning Commission Minutes dated April 24, 2018

**UNOFFICIAL MINUTES
MONTEREY PARK PLANNING COMMISSION
REGULAR MEETING
April 24, 2018**

The Planning Commission of the City of Monterey Park held a regular meeting of the Board in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Tuesday, April 24, 2018 at 7:00 p.m.

CALL TO ORDER:

Chairperson Delario Robinson called the Planning Commission meeting to order at 7:00 p.m.

ROLL CALL:

Planner Tewasart called the roll:

Board Members Present: Larry Sullivan, Delario Robinson, Theresa Amador, Ricky Choi, and Eric Brossy De Dios

Board Members Absent: None

ALSO PRESENT: Natalie Karpeles, Deputy City Attorney, Michael A. Huntley, Director of Community and Economic Development, and Samantha Tewasart, Senior Planner

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS: None

ORAL AND WRITTEN COMMUNICATIONS: None

[1.] PRESENTATIONS: None

[2.] CONSENT CALENDAR:

March 13, 2018 –

Action Taken: The Planning Commission approved the minutes of March 13, 2018 with amendments.

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

Ayes: Commissioners: Sullivan, Robinson, Amador, Choi, and Brossy de Dios

Noes: Commissioners: None

Absent: Commissioners: None

Abstain: Commissioners: None

[3.] PUBLIC HEARING:

3-B GENERAL PLAN AMENDMENT (GPA-17-01), ZONE CHANGE (ZC-17-01), AND TENTATIVE MAP NO. 77195 (TM-17-10) TO SUBDIVIDE AIR RIGHTS FOR AN 8-UNIT RESIDENTIAL DEVELOPMENT – 2011 POTRERO GRANDE DRIVE

MISSION STATEMENT

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Planner Tewasart provided a brief summary of the staff report.

Commissioner Brossy de Dios inquired about the ownership of the C-S (Commercial Services) zoned strip of land behind the subject parcel and Encanto Walk and the right-of-way. Planner Tewasart replied that it belongs to Southern California Edison and is part of the easement.

Commissioner Brossy de Dios inquired if the City has regulations regarding the proximity of residential units to power lines. Planner Tewasart replied no.

Commissioner Brossy de Dios inquired to what degree does the provisions of the Climate Action Plan has bearing on decisions made in terms of the requested General Plan Amendment. Director Huntley replied that since the adoption of the Climate Action Plan, the City has also adopted two additional cycles of the Building Code and that includes specific requirements from the state of California on building techniques, which do reduce some of the impacts to the climate. This case would be a multi-family residential development with substantially more landscaping than a commercial project would typically provide. Generally speaking, it would be less intensive and less impactful to the environment.

Commissioner Brossy de Dios inquired if the thought is that having 8 residences with potentially 16 to 20 cars parking on site would have a less intensive transportation impact from a climate greenhouse gas perspective. Director Huntley replied that typically with commercial development traffic is a lot higher throughout the day. With residential it is usually in the morning and evening times when people come and go from their residences, so generally speaking there would be fewer trips than with a commercial development, but it also depend on what type of commercial development. The current zoning would allow for a wide variety of commercial activities, including a drive-thru restaurant as an example would generate substantially more than a residential development would on this property.

Commissioner Brossy de Dios inquired from a public transit stand point if there are any plans related to the Climate Action Plan. Director Huntley replied that with the Monterey Park Market Place project, a short distance away, one of the conditions of approval requires the project to provide a bus stop on site. So currently the Public Works Department is looking at the routes, so the route would go down Potrero Grande wrap around and come through the eastern side and pick up patrons from the shopping center and come back up.

Commissioner Choi expressed reservations about considering a zone change, specifically changing a parcel from the commercial zone to a residential zone. He does not see Potrero Grande as a residential corridor. Commissioner Choi inquired about the Edison Focus Area and if it is a zoning overlay or special district. Planner Tewasart replied that it is a focus area in the General Plan Land Use Element and it generally describes the character of the area and types of uses that can be found in the area. The reason why it is titled the Edison Focus Area is because it recognizes that predominately many of the properties are owned by Edison. The Area focuses on any future potential Edison development and the consideration of consolidating properties for expanded office headquarters or more towers.

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The Focus Area also mentions the long-range plans for the Market Place Development as well.

Commissioner Choi stated that he sees it as an opportunity to revitalize that corner and once the Market Place is open, there is the potential for it to be more attractive and enhanced. There is not much at the intersection. It is an underutilized parcel.

Commissioner Amador stated that there are small businesses and storage on the other side of Encanto Walk and a senior housing development. Further towards the freeway are commercial buildings. She inquired aside from the Market Place and the smaller businesses if there is any available land for commercial development being that the Market Place will have the two big box stores and some chain restaurants that are fast food and not dine-in restaurants. She inquired if there are any other opportunities for smaller commercial developments. Planner Tewasart replied that staff has not observed any other properties that have been placed on the market within the vicinity.

Commissioner Amador inquired how the project would impact the school districts. Director Huntley replied that when Encanto Walk was processed a representative from the Montebello School District was present and spoke in favor of it. They were encouraging it because for the Montebello School District they have a slight decline in their student population, so they were very supportive of seeing the residential go in as a way to generate more revenue for the school district and help increase the student population. Commissioner Amador inquired if the students in that area would go to the Montebello School District. Director Huntley replied yes.

Commissioner Amador inquired which fire house the Fire Department would be coming from. Director Huntley replied from Fire Station 2 over on Garfield. Commissioner Amador inquired about the number of firefighters. Director Huntley replied that there is two staffed engines. This area also almost sits on the border between Monterey Park and Montebello and they have mutual aid. If our crew was called somewhere else, then Montebello would help backup or cover that. Also, all new construction, the fire requirement is stricter nowadays. All the units have fire sprinklers, automatic smoke detectors, and carbon monoxide detectors. The way the codes are today even if there was a fire it would take longer for a house to burn and the Fire Department should be able to respond.

Commissioner Robinson stated that this development is in his neck of woods. It would be a good addition to continue the residential use. Across Saturn are commercial uses and Market Place is coming and there will be a need for more housing. We have to develop and go along with the growth of the city.

Chairperson Sullivan inquired how long the applicant has owned the property. Director Huntley replied that the applicant can respond to the question. Chairperson Sullivan expressed concerns about changing another commercial property into a residential property. He inquired about the waterline. Director Huntley replied that there is a split between the city and the Water Company. Chairperson Sullivan inquired about the location of the city boundary line. Director Huntley replied that the boundary line for both cities run down the center of the street. Chairperson Sullivan inquired who takes responsibilities for

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construction work. Director Huntley replied that there is a condition of approval that requires the applicant to provide street maintenance for anything that is damaged, just like the Olson project. Chairperson Sullivan inquired who finances the construction on the street. Director Huntley replied that the work is inspected by the city. Chairperson Sullivan inquired about the age of pipeline at the center of the street. Director Huntley replied that a lot of the line has been upgraded. There have been many improvements since there are a lot of activities and projects on Potrero today, so most of the lines have been upgraded within the last two to three years. Chairperson Sullivan inquired if it was financed by the City. Director Huntley replied this part no, other parts yes.

Chairperson Sullivan expressed concerns about the City's ability to supply fire and police. He stated that there is one engine and one ambulance. There are three staff persons, a captain, engineer, and fire fighter. Chairperson Sullivan inquired if the City is trying to do something with some of the vacant properties around the project site. Director Huntley replied that the vacant site are owned Southern California Edison, so there is not much else out there that is available today. The only ability is as the Market Place moves forward the City is hoping that some of the less performing centers will be able to pick up some tenants and be more successful. There is not much for the City to do because the vacant properties are owned by Edison.

Chairperson Sullivan opened the public hearing.

Applicant, Eric Everheart of Enterprise Inc., provided a brief presentation of the project. He stated that they would want Southern California Edison to sell them some parcels, but that is not going to happen. Enterprise One is a developer of not just residential, but commercial and industrial as well. The obvious go-to to not take anything to City Council is to keep with the current zoning, but that is not what this property wants to be. It is almost as if this property is a remnant parcel to the adjacent development and it just flows to where you would bring residential to this parcel. It is not something that was taken lightly in the design of the parcel. They could have designed more units, but they are about livability and people owning new homes.

Commissioner Brossy de Dios inquired about the property line to the nearest Edison tower. Applicant Everheart replied that they are further away than they are tall. Commissioner Brossy de Dios inquired about the access from Potrero Grande Drive and current lane configuration and how the driveway relates to traffic in both directions. Applicant Everheart replied that the project will not be a gated community, so an extra deceleration lane will not be needed to turn into it. Commissioner Brossy de Dios inquired if there is a middle lane. Applicant Everheart replied yes.

Commissioner Choi inquired about other residential projects that Enterprise One has worked on in the area or outside of the area. Applicant Everheart replied that they have developments in Nevada, Arizona, and several in Colorado. They have been focused primarily on industrial and commercial. They are looking at development all the time and residential is becoming a bigger part of their business plan. Commissioner Choi inquired if this is their first residential development. Applicant Everheart replied not at all. This is the only residential opportunity that they have going on right now in California. Commissioner

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Choi inquired where the completed residential developments are. Applicant Everheart replied Nevada and Arizona.

Commissioner Amador inquired about the distance between a tower and a unit. Applicant Everheart stated that he would speculate 150 feet, two football fields. Commissioner Amador stated that it could be within walking distance if someone wanted to go for a walk. Applicant Everheart replied that there will be a 6-foot tall perimeter fence around the property. They will not have access.

Commissioner Robinson stated that for the past 20 years that property has been vacant and the Commission should not be short sighted. If an additional fire engine is going to be required, then one should be requested. Around some properties the towers are almost on the property that is not abnormal.

Chairperson Sullivan inquired about the public drainage. Director Huntley replied that all the properties are responsible for their drainage. Edison is required to maintain their properties and any drainage associated with their properties as well.

Chairperson Sullivan closed the public hearing.

Commissioner Brossy de Dios stated that he was initially concerned about the proposed changes and incremental modification of the General Plan, but after hearing further about the project and understanding the context of it, it seems that given that Encanto Walk now exist, this sliver of land between it and the Edison right-of-way is not an inappropriate use. He stated that he is still concerned particularly if they are going to higher density residential uses in a more remote area in the city, whether it is public services or providing transit. This is not a particularly walkable part of the city, but it is becoming better serviced with the new commercial developments within the area and given that the City seems to be heading towards providing greater transit services he is in better support of this request. The proximity to the power lines still bothers him. The main concern is to not create an adverse condition, but it sounds like the power lines are far enough away they do not provide an immediate hazard to an adjacent property.

Commissioner Choi stated that he does not think that it is inappropriate to change the zoning because more housing is needed in the city. However, the city needs new low-income housing. There are not that many vacant commercial parcels left in that area of the city. He stated that he would like to encourage commercial uses in that area for that corner of the city and encourage sales tax revenue and create jobs. All the services and retail will be a benefit to all the residents in the Encanto Walk development and the surrounding community. He stated that his priority is to enhance the quality of life for those in the existing neighborhood and adding the additional residences in the neighborhood may not be the best thing to do there at this point in time given all the commercial development and activities that are upcoming in that area of the city.

Commissioner Amador stated that her initial concern was the towers in relations to the new development, but the development does compliment Encanto Walk that is there now. She stated that her other concern, with the Market Place coming in and they have the small

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mom and pop stores right next to and on the other side the senior housing, is that they have the infrastructure in place to support the new development which will bring new residents and families. Perhaps the Commission can recommend to the City Council to look at the infrastructure since they are going through the budget process and look to see if there is a need because they do have Market Place which will be opening and they do have added residences that are fully developed, which is Encanto Walk. She stated that it is important to have proper infrastructure to support all the development that is going into that area and maybe look at how fast traffic is going.

Commissioner Robinson stated that he lives in the area and he would rather see an 8-unit condominium rather than a gas station on that corner. He would like to see a continuous flow of residential units from Encanto Walk to the subject property. A commercial use will bring more cars and more traffic. At one time he asked the Traffic Commission to look into adding a light and was told it would be problematic. There are funeral processions there in that area and on that street. Condominiums would not be a traffic concern.

Chairperson Sullivan stated that it is 8-units, but that area is going through growth. They are trying to figure out how to manage that growth so that residents in Monterey Park are happy. He stated that the city needs a partner to invest in the city.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing **approved** the requested general plan amendment, zoning map change, and tentative map for 2011 Potrero Grande Drive.

Motion: Moved by Commissioner Robinson and seconded by Commissioner Brossy de Dios, motion carried by the following vote:

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

[4.] OLD BUSINESS: None

4-A TENTATIVE MAP NO. 73622 (TM-15-04) TO ALLOW FOR A ONE LOT SUBDIVISION INTO 9-LOTS IN THE R-1 (LOW DENSITY RESIDENTIAL) ZONE – 1585 SOMBRERO DRIVE

Planner Tewasart provided a brief summary of the staff report.

Commissioner Brossy de Dios stated that the private street at the north end of the property seems to be passing through the adjacent property and inquired if the property owner has retained an easement. Planner Tewasart replied that the Applicant owns both properties. Commissioner Brossy de Dios inquired if that is addressed in the conditions and if not, it would be appropriate to add to the conditions.

Commissioner Robinson stated that he looked at the site and saw how a house was sitting on level land and that property looked like it would be the signature property for the other

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properties. With the geotechnical report before the Commission, it appears the land will be stable, although there will be a sharper incline than normal.

Chairperson Sullivan stated that the tentative tract map and sheet T-1 shows the garage sizes to be different square footages. Planner Tewasart replied that the tentative map shows graded buildable area and sheet T-1 shows square footage. Chairperson Sullivan inquired about the parking requirement. Planner Tewasart replied that the parking requirement is based on the number of bedrooms.

Chairperson Sullivan inquired about the conditions of approval on the first page, the second condition under Planning, and what 'subsequent modifications' mean. Director Huntley replied that 'subsequent modification' means any changes that come after the approval of the project. If the project is in substantial compliance it is fine. If there are substantial changes then it would have to come back to the Planning Commission. Chairperson Sullivan stated that the level of authority held by the Planning Division is such that it still fits within the main criteria of what is approved then it is fine, but if it steps outside of that then it has to be brought back to the Planning Commission. Director Huntley replied yes.

Chairperson Sullivan inquired about page two of conditions of approval number eight, who takes responsibility of the landscaping during construction. Planner Tewasart replied the property owner. Chairperson Sullivan inquired on page four of the conditions of approval numbers 29 and 30, if the conditions regarding street lighting and street improvements also applied to Campanita. Director Huntley replied it applied to the cul-de-sac and Sombrero, but Campanita can be added as well.

Commissioner Amador inquired about the mailboxes on Campanita and to consider the aesthetics. Director Huntley replied that staff can reach out to the postal office.

Chairperson Sullivan opened the public hearing.

Project Civil and Soils Engineer Hang Jong stated that the soils report is a preliminary report based on the current development plan and that soils report will be updated in the future because the seismic code has been continuously changing. At the time when they submit for building plan check the report will have to be updated to provide the new seismic code and any modifications of the development plan will have to be considered.

Chairperson Sullivan inquired on page 4 of 6 about the location of the construction trucks. Engineer Jong replied that during grading the trucks will be on Sombrero. The report states to prevent any heavy trucks and loading in the immediate vicinity of a cut for a slope in order to not damage a temporary cut or fill slope. Chairperson Sullivan inquired about the shoring during the construction. Engineer Jong replied that most of the slope will be stable under certain recommendations of the vertical cut and slope back with a one-to-one slope. Also, in some areas in the analysis shoring will be needed in order to stabilize the slope. In every section they analyzed the grading for every proposed lot. Shoring means using a structure member to stabilize the slope. The soils review is very thorough requiring them to analyze the grading operation of every lot. During and after construction the lots will be

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stable. Chairperson Sullivan stated that his main concern is not the part that they are building but how it affects the people below.

Chairperson Sullivan closed the public hearing.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing **approved** the requested tentative map for 1585 Sombrero Drive.

Motion: Moved by Commissioner Robinson and seconded by Commissioner Brossy de Dios with two amendments to the conditions of approval 1) the requirement that the property owner obtain and record appropriate easements for access to the property through adjacent property as indicated on the tentative map, and 2) modify condition number 30 to provide a street improvement plan for both Sombrero Drive and Campanita Court to the street centerline, motion carried by the following vote:

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

[5.] NEW BUSINESS: None

[6.] COMMISSION COMMUNICATIONS AND MATTERS: None

[7.] STAFF COMMUNICATIONS AND MATTERS: None

ADJOURNMENT:

There being no further business for consideration, the Planning Commission meeting was adjourned at 8:50 p.m.

Next regular scheduled meeting on May 8, 2018 at 7:00 p.m. in the Council Chambers.

Michael A. Huntley
Director of Community and Economic Development

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City Council Staff Report

DATE: September 5, 2018

AGENDA ITEM NO: Old Business
Agenda Item 5-A.

TO: The Honorable Mayor and City Council
FROM: Michael Huntley, Director of Community & Economic Development
SUBJECT: Consideration of contracting Porter Service for Business Improvement District No. 1 (BID)

RECOMMENDATION:

It is recommended that the City Council:

1. Award Chrysalis Enterprises a contract for porter services and appropriate \$73,125 from BID reserves;
2. Authorize the City Manager to execute a contract with Chrysalis Enterprises in a form approved by the City Attorney; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Chrysalis Enterprises currently provides janitorial services within the Business Improvement District No. 1 (BID). The contract with Chrysalis Enterprises expires on June 30, 2018. Staff previously issued a Request for Proposal (RFP) for the janitorial services within Business Improvement District No. 1.

BACKGROUND:

On July 19, 2018, staff took the BIDAC's recommendation for a janitorial service provider to the City Council. At the meeting, CAM Services provided the City Council with a revision to its proposal. CAM Services stated that it would remove the disclaimer regarding "window splashing" while performing steam cleaning and ask the City Council to award it the contract based on the fact that it was the lowest bid.

The City Council directed staff to take the CAM Services updated offer back to the BIDAC for consideration; then return to the City Council with the BIDAC's recommendation.

At a special meeting on August 8, 2018, the BIDAC voted to adhere to its original choice of Chrysalis Enterprise to perform janitorial services within the BID.

Staff is recommending entering into a one-year agreement with the option to renew for four, one-year, terms not to exceed a total of five years.

FISCAL IMPACT:

There is no impact to the general fund. All costs are paid through an appropriation of \$73,125 from the Business Improvement District No. 1 fund reserves.

Respectfully submitted by:



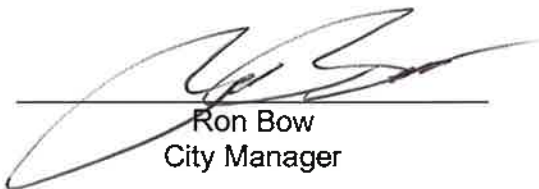
Michael Huntley
Director of Community &
Economic Development

Prepared by:



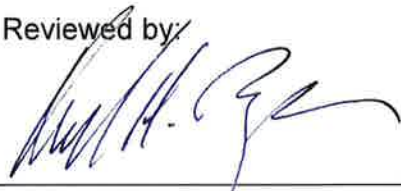
Donna Ramirez
Economic Development
Specialist

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Staff Report for the July 18, 2018 City Council Meeting

ATTACHMENT 1

**STAFF REPORT FOR THE CITY COUNCIL MEETING
OF JULY 18, 2018**



City Council Staff Report

DATE: July 18, 2018

AGENDA ITEM NO: Consent Calendar
Agenda Item 3-E.

TO: The Honorable Mayor and City Council
FROM: Michael Huntley, Director of Community & Economic Development
SUBJECT: Consideration of contracting Janitorial/Maintenance Services for
Business Improvement District No. 1 (BID)

RECOMMENDATION:

It is recommended that the City Council:

1. Award Chrysalis Enterprises a contract for janitorial/maintenance services;
2. Authorize the City Manager to execute a contract with Chrysalis Enterprises in a form approved by the City Attorney; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City issued a Request for Proposal (RFP) for janitorial/maintenance services for the Business Improvement District (BID) area. The RFP went to 10 companies that perform janitorial services in commercial outdoor areas. Of these companies, two submitted proposal for consideration. In June, the Business Improvement District Advisory Committee (BIDAC) reviewed the proposals. After careful consideration, the BIDAC is recommending that the City Council consider continuing to contract with Chrysalis Enterprises.

BACKGROUND:

Business Improvement District No.1, is the center of the City's financial and business district. This portion of the City attracts a large number of visitors daily who conduct their financial business, take care of medical needs, shop for household products, and dine in a variety of restaurants. The wear and tear from the high volume of visitors requires a greater level of maintenance to keep the area attractive. Accordingly, the BIDAC, with support of the City Council, circulated a request for proposals seeking janitorial/maintenance firm that could provide services in the BID area. In 2012, the City awarded a contract to Chrysalis Enterprises to provide janitorial and maintenance service in the BID area. Chrysalis has continued to provide excellent service to the BID with visible results. On June 30, 2018, the agreement with Chrysalis Enterprises expired and all options to renew were exhausted.

On February 5, 2018, staff issued a Request for Proposal (RFP) for janitorial service for the BID area. The RFP went to 10 companies that perform janitorial services in

commercial outdoor areas. A mandatory walk-thru of the BID area was held on March 28, 2018 and attended by five of the janitorial firms. On May 10, 2018 staff received two proposals: one from Chrysalis Enterprises and the other from CAM Services (Attachment 1 & 2).

For 5 days of service, CAM Services was the lowest bid in the amount of \$84,800.00 for the first year and Chrysalis' bid was \$89,651.55. For 4 days of service, CAM Services cost for the first year is \$68,300; Chrysalis Enterprises is \$73,125.25. Both companies have included cost for the 2nd thru 5th year should the City Council agree to the renewal option.

Both companies provide comparable services, as shown in Attachment 3 – Cost Comparison Chart.

After careful review of both proposals, the BIDAC concluded that Chrysalis Enterprise provided services in line with the BIDAC's concern for merchants. CAM Services included a disclaimer that states it is not liable for tenants' or patrons' water splashed windows resulting from steam cleaning or power washing while Chrysalis Enterprises has assured staff it takes responsibility to clean any splashing that may occur due power washing sidewalks.

The BIDAC wishes to express to the City Council its desire to continue using Chrysalis' services.

Staff is recommending entering into an agreement with Chrysalis Enterprises for janitorial services for BID No. 1 for one year with an additional 4 one-year renewal option, for a total of 5 years.

BOARD/COMMISSION REVIEW:

On June 21, 2018, the Business Improvement District Advisory Committee (BIDAC) met to review proposal received for porter services for the BID area. The BIDAC reviewed the cost comparison document provided by staff which details services to be provided by each firm.

The BIDAC recommends to the City Council the City enter into an agreement with Chrysalis Enterprises. The BIDAC took into consideration that Chrysalis Enterprises has provided services to the BID for approximately four years, and it is pleased with Chrysalis's performance. The BIDAC recognized the importance of businesses being familiar with the Chrysalis team and comfortable with its presence. The BIDAC also appreciates Chrysalis Enterprises goal of aiding individuals by providing training and jobs to put them back to work.

The BIDAC would like to continue working with Chrysalis Enterprises and prefers the four day a week schedule rather than a five day a week schedule. The current schedule for janitorial services is four days a week.

FISCAL IMPACT:

There is no impact to the general fund. All costs are paid from the Business Improvement District No. 1 funds.

ATTACHMENT(S):

1. Proposal from Chrysalis Enterprises
2. Proposal from CAM Services
3. Comparison Chart

Respectfully submitted by:



Michael Huntley
Director of Community &
Economic Development

Prepared by:



Donna Ramirez
Economic Development
Specialist

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT 1
Proposal from Chrysalis Enterprises



May 10, 2018

Donna Ramirez, Economic Development Specialist
City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754

Dear Donna,

Thank you for inviting us to submit a proposal for 2018 - 2019 to continue providing maintenance services to downtown Monterey Park. As an organization, we have very much appreciated the opportunity to deliver quality maintenance services to the Monterey Park community over the past 6 years. We look forward to extending our partnership with you and your stakeholders into 2019 and beyond.

Since we began our maintenance services in 2012, our two-person crew has proudly represented the City of Monterey Park. Not only are we committed to providing first-in-class cleaning and beautification services, but we also take pride in being part of the growing Monterey Park community. Our crew members are ready and willing to help any business owner in need, and they have quickly become recognized and trusted faces downtown.

For the coming year, we plan on working with the city to provide enhanced and reliable services and increased visibility.

I have included prices for a 4 days per week schedule, which is a continuation at the current level of service. For that scenario the budget will only see a slight increase of \$441 per month to account for the minimum wage and workers' compensation rate increases. Chrysalis will absorb these increases for pressure washing services, thus offering you the same rate for pressure washing as last year. We will also continue to cover the cost of all supplies.

I also included prices for 5 days a week as the RFP requested.

Thank you again for the opportunity to provide you with this proposal. We can't wait for the coming year.

Sincerely,

Rick Stoff
Director of Business Partnerships
Chrysalis Enterprises



THE BEST SOLUTION FOR MONTEREY PARK

Chrysalis Enterprises (Chrysalis) is pleased to continue to provide The City of Monterey Park (The City) and the Business Improvement District Advisory Board (BIDAC) with the maintenance services stated in the scope of work.

SCOPE OF SERVICES

Basic Daily Maintenance as follows:

- Garvey and Garfield Avenues, within one-block of the intersection, three (3) times a week.
- The remainder of Garvey Avenue within the BID, once (1) a week.
- The Lincoln/Garvey Avenue parking lot; clean daily and remove flyers.
- The remainder of the BID area, other than Garvey Avenue, twice (2) a week.

Basic Maintenance Tasks:

- Sweep all sidewalks,
- Wipe trash receptacles,
- Remove trash, cigarette butts, and debris from tree wells and other landscape areas,
- Dispose of all trash from area (excluding trash receptacles) into a city dumpster,
- Wipe down benches and furniture as needed,
- Remove flyers and similar documents posted on City property (e.g. benches, light poles, news racks, etc.),
- Remove graffiti as needed from the public area,
- Removed weeds and sidewalk grass, and
- Report any deficiencies or significant issue to City Liaison.

Quarterly Maintenance:

- Pressure wash all sidewalks in the BID district 4 times per year.

SERVICES PROVIDED

Our primary goal as an organization is to always meet our customers' needs, whether or not they are defined by a contracted scope of work. We will continue providing all labor, equipment and supplies to complete the scope of work to the highest level of quality.

- **Trash Cans**

All trash receptacles in the district will be wiped down as needed.



City of Monterey Park
Maintenance Services 2018 - 2019 Proposal



- **Graffiti Abatement**

We have a zero tolerance policy when it comes to graffiti. Our crew will remove graffiti as needed to minimize the effects on the community. We also work with city agencies to address high spots and large walls.



- **Sweeping**

Sweeping crews will sweep the district sidewalk five days a week to keep the businesses, residences, and public areas in the district clean and clear of unsightly and unsanitary debris.

- **Weeds and Sidewalk Grass**

These eyesores, in addition to cigarette butts and other debris, will be removed from all tree-wells and landscaped areas as part of general maintenance.

- **Furniture**

All bus benches and furniture will be assigned to worker routes and wiped down on every visit.

- **Pressure Washing**

Our pressure washing crews work at night when there are fewer pedestrians and cars. We will create a rotating schedule for Monterey Park that ensures we hit every corner of the district four times per calendar year and allow time for hotspots like bus stops and corners.

- **Visible Professionalism**

Our crew will be issued burgundy shirts and hats, and printed safety vests with the Monterey Park logo as part of our campaign to continuously improve the professional appearance of the district. We also adjusted routes to improve the visibility of the crew.

- **Trash Cans, Posters and Stickers**

Removing stickers, posters and notices on all poles will be a part of daily general maintenance for our crew.

- **Lot Maintenance**

Chrysalis will sweep and clean the parking lot at Garvey and Garfield/Lincoln. This will include picking up trash, removing bulky items stickers/posters and graffiti abatement.

- **Monthly Reports**



City of Monterey Park
Maintenance Services 2018 - 2019 Proposal



Chrysalis will provide complete, accurate, and timely reports to BID management. Reports will include photographs of graffiti removed, amount of trash removed, and any problems encountered.

In order to have full supervision Chrysalis will send a two-person crew: a sweeper and a working supervisor, who will complete all tasks as per the scope of work.

Chrysalis will bring all supplies and tools, so the City will have no expense on that count, and these items will be stored in the district.

STAFFING AND MAINTENANCE OVERSIGHT

Chrysalis Enterprises is led by Trevor Kale and managed by an experienced team of five directors and 21 other managers, supervisors and administrators who direct day-to-day operations. The Operations team will ensure strict compliance with the scope of work, and ensure prompt and effective service at all times.

In the field, the Monterey Park Supervisor will put his maintenance expertise to work, tackling hotspots and covering all areas of the district. He will be hands-on and proactive to ensure the satisfaction of your staff, stakeholders, property owners, and community members.

Chrysalis prides itself on responsiveness to customer requests. We hold our employees accountable to address requests on the spot and return messages and emails within an hour. The entire Chrysalis team exhibits tremendous pride in our work. We have created a respective, cooperative culture focused on the satisfaction of our customers and the success of our workers.

REPORTING

Chrysalis will provide complete, accurate, and timely reports to BID management. Reports will include photographs of graffiti removed, amount of trash removed, and any problems encountered. These reports can be tailored to meet the reporting needs of the BID.

SUPPLIES/LABOR

The pricing provided below is inclusive of the services listed and all supplies. Chrysalis will carry all liability, workers' compensation and insurance coverage. There is a slight increase in labor fees reflected below due to the statewide increase in the minimum wage. Chrysalis will absorb these increases for pressure washing services, thus offering you the same rate for pressure washing as last year.



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PRICING

The pricing provided below is inclusive of the services listed and all supplies and uniforms. Chrysalis will carry all liability, workers' compensation and insurance coverage. There is a slight increase in labor fees reflected below due to the statewide increase in the minimum wage. Chrysalis will absorb these increases for pressure washing services, thus offering you the same rate for pressure washing as last year.

Please see the two cost charts below, provided for budget comparison purposes; One for 4 days per week, which is the current service level, and one for 5 days a week as per the request in the RFP.

Cost Chart 2018-2019 Four Days a week (current levels)

Description	Frequency	Monthly Billing	Annual Billing
Street Maintenance: Sweeping, Graffiti Removal, Weeding			
2-person crew	4 days per week	\$5,508.77	\$66,105.24
	48 hours per week		
Pressure Washing			
Pressure Washing	4 full district pressure washing per year	\$585	\$7,020
ANNUAL TOTAL:			\$73,125.24

Cost Chart 2018-2019 Five Days a week

Description	Frequency	Monthly Billing	Annual Billing
Street Maintenance: Sweeping, Graffiti Removal, Weeding			
2-person crew	5 days per week	\$6,885.96	\$82,631.55
	60 hours per week		
Pressure Washing			
Pressure Washing	4 full district pressure washing per year	\$585	\$7,020
ANNUAL TOTAL:			\$89,651.55



CHRYsalis BACKGROUND

Since our founding in 1991, Chrysalis Enterprises has grown to be the largest social enterprise in Los Angeles and one of the largest in the nation. As a customer-focused street maintenance and custodial business operating within a nationally-recognized nonprofit, we regularly outperform our competitors because of our attention to customers' needs and our extensive experience in the maintenance marketplace. Currently we serve the largest districts in Los Angeles with best-in-class street maintenance and custodial services.

As one of the largest maintenance providers in Los Angeles County, specializing in high-traffic, high-visibility public areas, we believe the following distinctions separate us from our competitors:

- The most experienced street maintenance provider in the business
- Managed locally in Los Angeles, allowing for high responsiveness and flexibility to our customers' needs
- Driven by customer service excellence and a partnership approach – many of our customers have chosen Chrysalis consistently for a decade or more
- A respected member of the communities we serve, and the leading resource creating pathways to self-sufficiency for low-income individuals



Chrysalis appreciates the opportunity to continue serving the Monterey Park community, and looks forward to working with you for many years to come.

MANAGEMENT EXPERIENCE

Trevor Kale, Vice President, Chrysalis Enterprises. Trevor leads Chrysalis' social enterprises, which collectively generate over 500 transitional jobs per year and more than \$6M in annual revenues. Trevor has over 15 years experience spanning both for-profit and non-profit organizations.

Early in his career he delivered in-home interventions for at-risk youth and their families in his native state of Montana. Trevor then moved to Sydney, Australia in 2000 where he gained international business experience with mobile phone giants Vodafone and Virgin Mobile. Trevor moved back to the USA in 2005 and worked in operations for a high tech startup in Los Angeles before returning to non-profit work with Chrysalis in 2008.



City of Monterey Park
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Trevor was awarded a Marano Fellowship from the Aspen Institute and Public/Private Ventures in 2009, a Coro Executive Fellowship in 2011 and was named to American Express' "50 under 40" Social Enterprise Alliance cohort in 2014.

Contact Trevor at Trevor.Kale@changelives.org.

REFERENCES

Our reputation for responsiveness, customer service, flexibility, and willingness to go the extra mile for our customers is attested by the executive directors and operations leadership of Los Angeles' major BIDs. Chrysalis works on behalf of 15 individual BIDs each day in the greater Los Angeles area, making us the largest BID maintenance vendor in the region. The following are among our valued customers.

	Downtown Center Business Improvement District DowntownLA.com	Services Provided
	• Provided services since: 1998 • Dedicated positions: 32 • Contract size: \$1,100,000 • Contact: Brian Raboin, VP of Operations • Phone: (213) 624-2425	• District maintenance and pressure washing • Homeless outreach • Landscaping • Graffiti removal • Machine operation • Reporting and work orders via Filemaker Go and WiFi-enabled iPads • Special event coverage, e.g. Fiesta Broadway, New Year's Marathon, Pow Wow Convention



City of Monterey Park
Maintenance Services 2018 - 2019 Proposal



	Historic Downtown Los Angeles Business Improvement District HistoricBID.com • Provided services since: 1998 • Dedicated positions: 18 • Contract size: \$750,000 • Contact: Blair Besten, Executive Director • Phone: (213) 488-1901 2016 STATS - 82,746 bags of trash - 6,624 graffiti tags - 28,084 bulk items - Over 28,000 hours	Services Provided • District maintenance and pressure washing • Illegal vendor program with LAPD and Safety • Dynamic scheduling • Landscaping and planter moving • Parklet maintenance • Graffiti removal • Special event coverage, e.g. Farmer's Market, Art Walk and rallies/protests •
	Arts District LA Business Improvement District ArtsDistrictLA.org • Provided services since: 2014 • Dedicated positions: 8 • Contract size: \$280,000 • Contact: Miguel Vargas, Executive Director • Phone: (213) 400-1239 2016 STATS - 16,730 bags of trash - 5,476 graffiti tags - 792 bulk items - Over 13,000 hours	Services Provided • District maintenance and pressure washing • Graffiti removal • Bulk item removal • Hospitality services • Special event coverage, i.e. Ribbon Cuttings, Farmer's Market



City of Monterey Park
Maintenance Services 2018 - 2019 Proposal



	Figueroa Corridor Business Improvement District <i>FigueroaCorridor.org</i> • Provided services since: 1999 • Dedicated positions: 15 • Contract size: \$500,000 • Contact: Steve Gibson, Executive Director • Phone: (213) 746-9577 2016 STATS - 75,152 bags of trash - 2,350 graffiti tags - 1,800 bulk items - Over 22,000 hours	Services Provided • District maintenance and pressure washing • Graffiti removal • Bulk item removal • Landscaping • Special event coverage, i.e. Coliseum sporting events
	LA Fashion District Business Improvement District <i>FashionDistrict.org</i> • Provided services since: 2012 • Dedicated positions: 40 • Contract size: \$1,300,000 • Contact: Rena Leddy, Executive Director • Phone: (213) 488-1153 2016 STATS - 207,139 bags of trash - 11,028 graffiti tags, stickers, posters - 5,782 bulk items - Over 68,000 hours	Services Provided • District maintenance and pressure washing • Graffiti removal • Bulk item removal • Landscaping • Special seasonal and holiday scheduling

We are happy to provide references for any of our 100+ customers.



EXPERIENCE WITH MUNICIPALITIES

Entering our 34th year in Los Angeles, Chrysalis is the leading employment based nonprofit in the community and has naturally worked with many city agencies for decades. In addition to our BID work referenced above, we partner with various LA city council offices, the Bureau of Sanitation, Economic and Workforce Development, Parks and Recreation, Los Angeles Homeless Services Agency, Los Angeles Police, City Administrative Officer, among others to address the city's maintenance and employment needs.

Examples of our close ties to multiple city agencies include our work as part of Operation Healthy Streets, contracts to provide homeless personal property storage solutions, Venice Beach restroom maintenance, recycling pilot programs and e-waste collection programs. We welcome the City of Monterey Park to contact any high level city employee and ask about their experience with our organization. We are confident that our reputation in this arena is unparalleled. Chrysalis can also supply a list of references from these various city departments upon request.





ABOUT CHRYSALIS

Chrysalis is more than a business. We create pathways to self-sufficiency for the homeless and those living in poverty by providing the resources they need to find and retain employment. Since our founding in Los Angeles' Skid Row in 1984, Chrysalis has assisted over 55,000 people on the path toward regaining their dignity and becoming self-sufficient. Currently, 400 clients a day receive services at one of our three centers.



In addition, Chrysalis Enterprises, our business arm, has grown to be the largest social enterprise in Los Angeles and one of the largest in the nation. With the work experience gained through Chrysalis Enterprises: references, transferable skills, and an ability to market themselves, our workers are able to retain employment for the long-term, and reach a level of self-sufficiency not otherwise attainable.

Double-Bottom Line

Chrysalis offers our customers both business solutions and positive social outcomes. By partnering with Chrysalis Enterprises, customers help to reconnect difficult-to-employ individuals into the workforce, creating engaged and self-sufficient community members. Our customers know from the results of our work and the great services we provide, that with Chrysalis, doing good makes good business sense.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2017

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 Edgewood Partners Ins. Center Lic#0B29370 350 S. Grand Avenue, Suite 4500 Los Angeles, CA 90071	CONTACT NAME: Lusin Alabashyan PHONE (A/C, No, Ext): 213-629-8903 FAX (A/C, No): 888-772-3742 E-MAIL ADDRESS: lusin.alabashyan@epicbrokers.com																					
INSURED Chrysalis Center, The 522 S. Main Street Attn: Marshall Bohannon Los Angeles, CA 90013	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Nonprofits' Ins Alliance of CA</td> <td>11845</td> </tr> <tr> <td>INSURER B:</td> <td>Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER C:</td> <td>Nonprofits United Vehicle Ins P</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nonprofits' Ins Alliance of CA	11845	INSURER B:	Philadelphia Indemnity Ins Co	18058	INSURER C:	Nonprofits United Vehicle Ins P		INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR 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 ☐ PROJECT ☒ LOC ☐ OTHER:		201712620	07/01/2017	07/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS		1728	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10000 ☒ OCCUR ☐ CLAIMS-MADE		201712620UMBPO	07/01/2017	07/01/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-EP ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	D&O		201712620DONPO	07/01/2017	07/01/2018	\$1,000,000/\$2,000,000
B	Crime		PHSD1258097	07/01/2017	07/01/2018	\$1,000,000/\$2,500 Ded

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

City of Monterey Park is named as an additional insured Designated Person or Organization with respects to the operations of the named insured subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER

CANCELLATION

City of Monterey Park as an
 additional insured- Designated
 Person or Organization
 320 West Newmark Ave Attn: Donna Ramirez
 Monterey Park, CA 91754

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF WORKERS' COMPENSATION COVERAGE						DATE Dec 19, 2017			
PRODUCER NonProfits' United Workers' Compensation Group 610 Fulton Avenue, Suite 200 Sacramento, CA 95825 Phone: (916) 868-6231 Fax: (916) 880-5251 Arthur J. Gallagher & Co Insurance Brokers of California, Inc 1255 Battery Street #450 San Francisco, CA 94111				THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
INSURED Chrysalis Center 522 South Main Street Los Angeles, CA 90013				INSURERS AFFORDING COVERAGE					
				INSURER A: NonProfits' United Workers' Compensation Group					
				INSURER B: Safety National Casualty Corp [NAIC # 15105]					
				INSURER C:					
				INSURER D:					
COVERAGES This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown. THE POLICIES OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE AFFILIATE MEMBER 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 COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS				
	GENERAL LIABILITY				EACH OCCURRENCE				
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)				
	CLAIMS MADE				OCCUR	MED EXPENSE (Any one person)			
	GENERAL AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY				
	POLICY				PROJECT	LOC	GENERAL AGGREGATE		
					PRODUCTS-COMP/OP AGG				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Each accident)				
	ANY AUTO				BODILY INJURY (Per person)				
	ALL OWNED AUTOS				BODILY INJURY (Per accident)				
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)				
	HIRED AUTOS								
	NON-OWNED AUTOS								
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	NPU-WCG 001-2018	1/1/18	1/1/19	PER STATUTE ☒ OTHER				
					E L EACH ACCIDENT \$ 500,000				
					E L DISEASE - EA EMPLOYEE \$ 500,000				
					E L DISEASE - COVERAGE LIMIT \$ 500,000				
B	OTHER EXCESS Workers' Compensation	SP 4057827	1/1/18	1/1/19	Limit Per Occurrence - Statutory EL Per Occ & Agg \$2,000,000 xs of \$500,000				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS Evidence of Workers' Compensation Coverage: Waiver of Subrogation provided by Endorsement NPUWCG-TCC-060									
CERTIFICATE HOLDER			CANCELLATION						
NPUWCG-TCC-060 City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754 ATTN: Donna Ramirez			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 						

Based on ACORD 25 (2014/01)

Dear Donna,

Enclosed is a chart anticipating rate increases for an additional 4 years out.

The cycle that we have all been in is a series of mandated increases in the minimum wage, and each time that goes up so does the cost of workers comp, insurance, etc.

The proposal submitted May 10 reflected the increase as of July 1, 2018 raising minimum wage by 10.4 % and that was the main reason rates went up in a similar percentage.

We know that minimum wage will again increase as of July 1, 2019 from \$13.25 per hour to \$14.25; an increase of 7.5 %, And again on July 1, 2020 to \$15/hr; an increase of 5.2%

Estimates in billing for those two years are reliable and in the numbers below.

For the two years after that it is prudent to expect the minimum wage to continue to creep up, perhaps at a similar rate, or an average of 6.5% a year. We really don't know, but that is how I budgeted fiscal years 2021 and 2022 for you. Maybe it will be less.

Here is our best estimates for the coming years, but I can't commit to these numbers until we see how the City and County rule on increases in wages.

Thanks

Rick

Include note on *projected being subject to regulations and CPI.

Thanks!

***Projected Cost Chart 2019-2023 Four Days a week**

Description	Frequency	Monthly Billing	Annual Billing
Street Maintenance: Sweeping, Graffiti Removal, Weeding			
2019-2020: 2-person crew & 4 full district pressure washing per year	4 days per week	\$6,550.80	\$78,609.63
2020-2021: 2-person crew & 4 full district pressure washing per year	4 days per week	\$6,891.44	\$82,697.33
2021-2022: 2-person crew & 4 full district pressure washing per year	4 days per week	\$7,339.39	\$88,072.65
2022-2023: 2-person crew & 4 full district pressure washing per year	4 days per week	\$7,816.45	\$93,797.37

***Projected Cost Chart 2019-2023 Five Days a week**

Description	Frequency	Monthly Billing	Annual Billing
Street Maintenance: Sweeping, Graffiti Removal, Weeding			
2019-2020: 2-person crew & 4 full district pressure washing per year	5 days per week	\$8,031.28	\$96,375.40
2020-2021: 2-person crew & 4 full district pressure washing per year	5 days per week	\$8,442.24	\$101,306.93
2021-2022: 2-person crew & 4 full district pressure washing per year	5 days per week	\$8,998.09	\$107,977.08
2022-2023: 2-person crew & 4 full district pressure washing per year	5 days per week	\$9,582.97	\$114,995.59

Rick Stoff
 Director of Business Partnerships, Chrysalis Enterprises
 Chrysalis | *Changing Lives Through Jobs*
 Ph: 310-401-9382
 Fx: 310-392-0514
 Cell: 310-621-4986
 Email: StoffR@ChangeLives.org
 Website: www.ChrysalisEnterprises.com



ATTACHMENT 2

Proposal from CAM Services

Cho, Helena

From: Jeremy Lubin [jlubin@camservices.com]
Sent: Thursday, May 10, 2018 3:50 PM
To: Cho, Helena
Subject: Bid for Custodial Services
Attachments: BID Service Schedule.jpg; Monterey Park 5-year Budget.docx; SIMILAR PROJECTS & REFERENCES- COMPBID.docx; City of Monterey Park - Initial Cleanup Proposal.pdf; City of Monterey Park BID - Dayporter and SC-5-10-18.pdf

Dear City of Monterey Park,

Thank you for inviting CAM Services to bid on maintenance services for your Business Improvement District. It would be a privilege to build a relationship with a city who was recently named the third best city to live in in the entire country. Hopefully, with our help, you'll be at #1 before too long.

Attached, you'll find our bids for dayporter service and steam cleaning, proposal for initial cleanup, BID sitemap with dayporter service area schedule, 5-year budgetary worksheet, as well as a list of references and similar projects.

The dayporters will be supervised directly by:

Raul Jimenez, Area Manager for Janitorial Division, Phone: (800) 576-3050 ext. 418, Email: rjimenez@camservices.com

The steam cleaners will be supervised directly by:

Andrew Martinez, Area Manager for Steam Division, Phone: (800) 576-3050 ext. 430, Email: amartinez@camservices.com.

Feel free to contact them with any concerns or suggestions. They both will be reporting to you on a monthly basis. Should you need further assistance for urgent matters, our Division Managers can be contacted directly:

Ricardo Garcia De La Vega, Janitorial Division Manager, Phone: (800) 576-3050 ext. 409, Email: rdelavega@camservices.com

Daniel Peralta, Steam Division Manager, Phone: (800) 576-3050 ext. 414, Email: dperalta@camservices.com

Finally, to address the cigarette butts problem as instructed at the sitewalk, we would highly recommend equipping our dayporters with backpack vacuums. Per our Janitorial Division Manager, who has over 20 years of experience with this issue feels this is by far, the most efficient and time-effective way to tackle the problem. These particular vacuums have 75 minutes of continuous run-time and would need to be stored in a secure place where their batteries can be charged overnight. This would involve purchasing two backpack vacuums (one for each porter) which cost approximately \$1200 each and would be billed back to the City of Monterey Park if you were interested. Please note, this is the optimal solution, as it would allow the porters more time to focus on other items on the Scope of Work, however, it is not absolutely essential in order for us to successfully maintain the area.

My full contact information is in my signature below. Please let me know if you need additional information and also notify me directly once a selection is made.

Thanks again and I look forward to the prospect of working with you (and having an excuse to visit Mama Lu's more often).



Jeremy Lubin
Business Development
Manager
800 576-3050 x423
CamServices.com



Southern California's #1 Property Services Company

This electronic transmission and any accompanying documents or attachments contains information from CAM Services which may be privileged or confidential. The information contained herein is for the exclusive use of the addressee(s) named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this information is prohibited. If you have received this electronic mail transmission in error, please notify us by telephone (310) 390-3552 or by electronic mail.



MAINTENANCE AGREEMENT

Southern & Central California's #1 Property Services Company

Donna Ramirez
City of Monterey Park
City Clerk's Office
320 W. Newmark Ave.
Monterey Park, CA 91754

PROPERTY ADDRESS	AGREEMENT #	PROPOSED START	CLIENT CONTACT	CLIENT PO #
Business Improvement District Monterey Park, CA 91754	8307	May 2018	Donna Ramirez	

▪ Monthly Day Porter Services - 2 dayporters @ 6.5 hours per day, 5 days per week

\$6,060.00

Initial

SCOPE OF WORK:

1. Police sidewalks, parking lots, and planters located within Business Improvement District (see attached sitemap) for litter
2. Dispose of all litter (excluding trash receptacles) into a city dumpster
- 4. Minor graffiti removal: Wipe-off from flat surfaces (excludes paint, stucco and brick)
- 5. Report major graffiti (painted) to Client
6. Spot mop spills
7. Wipe down city trash receptacles, city flower pots, city benches and city furniture as needed
8. Report any large trash or illegal dumping
9. Report landscaping debris and dead plants and flowers in city planters to Client
10. Remove flyers from parking lot at Lincoln and Garvey

NOTES:

1. CVS parking lot IS included
2. Vacant field on Garfield Ave. IS NOT included, but report illegal dumping
3. Bank of America parking lot IS NOT included
4. Hong Kong Supermarket parking lot IS included
5. Parking lot with Happy Garden, ABC Cafe and Kiki Bakery IS included
6. Alley behind Litz Restaurant and Fleet Reserve IS included
7. Alley behind Johnny Thompson Music IS included
8. Alley and parking lot at Lincoln Plaza Hotel ARE included
- 9. City to provide trashcan liners
10. CAM Services to provide dayporter uniforms and up to 16 gallons of degreaser and/or glass cleaner per month

FEE BREAKDOWN:

Labor = \$5817.60 (96%)
Materials = \$121.20 (2%)
Insurance = \$121.20 (2%)



MAINTENANCE AGREEMENT

Southern & Central California's #1 Property Services Company

Donna Ramirez
City of Monterey Park
City Clerk's Office
320 W. Newmark Ave.
Monterey Park, CA 91754

PROPERTY ADDRESS	AGREEMENT #	PROPOSED START	CLIENT CONTACT	CLIENT PO #
Business Improvement District Monterey Park, CA 91754	8307	May 2018	Donna Ramirez	

■ Quarterly Steam Cleaning Services - 1x/quarter Price per visit = \$1,625.00 initial

SCOPE OF WORK:

1. Steam clean city sidewalks on both sides of Garfield Ave. from Emerson Ave. to Newmark Ave.
2. Steam clean city sidewalks on both sides of Garvey Ave. from Ramona Ave. to Nicholson Ave.

CLEANING PROCESS:

- Pre-treat surface areas with biodegradable degreasers.
- Steam clean at up to 3000 psi and 210 degrees.
- Warning: Certain kinds of stains (gum, oil, rust, etc.) that have penetrated concrete surfaces may not come completely clean after one visit; repeated cleanings may be required to remove stains.

NOTES:

1. CAM Services assumes all drainage to be in proper working order and is not responsible for faulty drainage
2. Water will not be reclaimed
3. CAM Services will not be liable for tenants' or patrons' watersplashed windows resulting from steam cleaning or powerwashing
4. Client to provide water source

FEE BREAKDOWN:

Labor = \$1560.00 (96%)
Materials = \$32.50 (2%)
Insurance = \$32.50 (2%)



Southern & Central's #1 Property Services Company

This Agreement is executed by CAM Services, a California corporation, including any affiliated entities, subsidiaries and/or divisions (hereinafter "CAM"), and City of Monterey Park (hereinafter "Client"), whose address is City Clerk's Office, Monterey Park, CA 91754 with respect to the following terms and conditions regarding and controlling CAM's provision of property maintenance services on behalf of Client and Client's payment obligations for said services as part of this Maintenance Agreement, (hereinafter "Agreement"):

Recitals

A. CAM is engaged in the business of providing property maintenance and related services for various types of buildings and building complexes.

B. Client desires to have CAM provide specified maintenance services for a certain building or building complex located at Business Improvement District, Monterey Park, CA 91754 (hereinafter referred to as the "Premises").

C. The Premises are owned by Client, or, as appropriate, _____

D. In the event that Client is not in legal owner of the Premises, Client represents herein that it is the property manager of the Premises and that Client is at all times authorized by the owner(s) of the Premises to enter into this Agreement and to bind the Premises' owner(s) to all terms and conditions herein below stated.

On the basis of the foregoing facts, the parties hereby enter into the following agreement:

Agreement

1. Services to be Provided. CAM shall provide, at the Premises, any or all of the agreed upon and defined services offered by CAM and selected by Client. It is agreed herein between CAM and Client that CAM shall provide the Service(s) in this Agreement at the Premises.

1a. Recommended Additional Services, Repairs, Etc. As part of CAM'S routine quality control services, and/or due to an emergent need affecting the Premises, CAM may discover or become aware of the need to provide additional services not contemplated as part of the regular maintenance services contracted for herein. Should the need for additional services not included in this Agreement or for emergency repairs become evident to CAM or its authorized Subcontractor(s), Client will be advised accordingly. Any additional services to be provided and provided by CAM, (i.e., extra work or emergency services) shall be the subject of a separate agreement or an addendum to this Agreement.

2. Consideration.

A. Client shall pay to CAM the amount(s) for each service rendered pursuant to this Agreement.

B. The total amount indicated above shall be paid once per month, no later than ten days after the date of each monthly invoice. Late payments shall be subject to a service charge at the maximum rate permitted by law, up to 1.5 percent per month. Client shall not withhold or refuse to tender prompt and complete payment on all timely invoices submitted on grounds that such withholding is to compensate for damage or loss alleged to have been caused by CAM. In the event that Client disputes any payment obligation or seeks an offset for any cost or amount that Client attributes to CAM'S service or work pursuant to this Agreement, Client shall promptly notify CAM of the basis of its claimed withholding of invoice payments and if the parties are not able to informally agree to an acceptable resolution, Client shall nonetheless tender payment in full on the disputed invoice to CAM under protest and thereafter pursue any and all other rights pursuant to this Agreement.

C. On each anniversary of the date of execution of this agreement, the total consideration payable by Client shall increase consistent with a yearly cost of living adjustment measured by the cost of living increase set forth in an acceptable cost of living price index or other measure reflective of economic conditions. (However, in no event shall the consideration payable by Client decrease.)

MAINTENANCE AGREEMENT

3. Agreement Term and Required Termination Notice. The term of this Agreement shall be for one year from the date of its execution by the Client, and shall be automatically renewed for successive one year terms, subject to termination by either party upon delivery of 30 days written notice to the other. It is expressly understood and agreed that failure to give said 30 days' written notice, even if Client loses ownership and/or management of Premises, in whole or in part, shall constitute a material breach of this agreement. In the event of any such breach, the parties expressly agree that CAM will incur certain damages and costs which are not accurately subject to determination, and therefore Client shall promptly pay to CAM as liquidated damages the sum of one-month's contract fees. Client and CAM both expressly agree that said liquidated damages are reasonable under the circumstances existing at the time of execution of this Agreement.

4. Materials, Supplies and Equipment. CAM, and/or any required and authorized Subcontractor(s) retained by CAM, shall furnish all materials, supplies and equipment necessary to fully perform the services specified herein. Consumables (replenishable goods like paper, soap, trash liners, etc.) shall be re-billed to Client. (Water and sprinkler systems, to the extent utilized in performing services pursuant to this Agreement, shall be supplied by Client and separately maintained by Client unless included within the services to be provided by CAM herein.)

5. Authorization. Client hereby represents and warrants that if not the owner of the Premises that Client is fully authorized by the owner to enter into this Agreement. Client further agrees that unless otherwise instructed in writing, accompanied with written confirmation and agreement by the actual owner(s) of the Premises, that all monthly invoicing and billing for CAM'S service shall be directed to Client and that Client shall be solely and ultimately liable for prompt payment of said invoicing and billing as set forth in Paragraph 2A -2B above.

6. Holidays. CAM employees are not required to work on six (6) legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a service day falls on any one of those holiday's, services will not be provided on that day. However, if services are required, at the specific request and direction of Client or in the event of an emergency, then Client shall be billed at double the regular hourly labor rate.

7. Inclement Conditions, Other Disruptive Factors. Client hereby acknowledges that rain, strong winds and other inclement conditions may impair the ability of CAM to provide required services. For example, if sweeping is included in the Agreement, power sweepers, blowers and brooms are ineffective on wet surfaces. Similarly, heavy rains may prevent strict adherence to landscaping maintenance schedules. Additionally, trash removal service personnel, not affiliated with CAM, frequently leave dumpsters in disarray, and tenants are not always careful and tidy when depositing trash or breaking down boxes in dumpsters. It is expressly understood and agreed by Client that CAM will not be responsible for events and conditions which were not created by CAM or which occurred at times when CAM was not physically on-site at the Premises or for conditions which are created by Client and/or Client's tenants. See also, Section 19 below, Force Majeure.

8. Independent Contractor Status. It is understood and agreed that by virtue of entering into this Agreement, that CAM and/or its employees, and authorized Subcontractors, where appropriate, shall not become employees of Client. Rather, CAM shall at all times maintain its status as an independent contractor. Client shall make no deductions of any kind from any consideration paid CAM, including but not limited to state, federal and local taxes, social security benefits or withholdings of any other kind or form. Client shall not be required to secure workers compensation or any other insurance or benefit for CAM except as may be expressly provided herein. CAM shall maintain general discretion and control over the manner in which the services required hereunder are performed. Nothing herein shall be construed or interpreted to prohibit CAM from entering into similar or dissimilar agreements with other parties or entities, provided that CAM shall devote all time reasonably necessary to fully perform its obligations hereunder.

9. Indemnification. Excepting any damage, loss, liability or expense arising out of the negligence or willful misconduct of CAM, its agents, employees or contractors, Client shall defend, indemnify and hold CAM, its officers, directors, agents and employees harmless of and from any and all claims, liabilities, actions, causes of action, and damages of all parties, including without limitation reasonable attorneys' fees, arbitration fees or costs and court costs brought by or in favor of any person(s) for damage, loss or expense due to, but not limited to, bodily injury and property damage, sustained by such person(s) arising out of any.



Southern & Central's #1 Property Services Company

Including all claims brought by tenants, customers, employees, business invitees, or other such persons who happen upon the Premises, whether at the invitation of the Client, Premises' owner(s) or any tenant of such Premises regarding the condition of the Premises, including any existing conditions of hardscape, sidewalks, driveways, parking lots, stairs, and/or any other common area of the Premises, or if such loss arises from any negligent or willful misconduct of Client which results in the loss and which otherwise does not arise out of the negligence of willful misconduct of CAM.

10. Non-Solicitation of CAM Employees or Subcontractors. During the term of this Agreement, and any renewals thereof, and for a period of one year following the expiration or termination of the term or any renewal term of this Agreement, Client shall not, directly or indirectly, on behalf of itself or any other person or entity, including, without limitation, all subsidiary, parent or affiliated entities, enter into an employment or independent contractor relationship with any current or ex-CAM employee or subcontractor within one year of their separation from CAM without the express written consent of CAM, nor shall Client cause, either directly or indirectly, any such solicitation by or on behalf of any other person or entity. In the event of any violation by or on behalf of Client in the prohibitions set forth directly above, the parties expressly agree that CAM will incur certain damages and costs which are not accurately subject to determination, and therefore Client shall promptly pay to CAM as liquidated damages the sum equal to twelve months' of contract fees pursuant to the then current payment terms as set forth within this Agreement. Client and CAM both expressly agree that said liquidated damages are reasonable under the circumstances existing at the time of execution of this Agreement.

11. Attorney's Fees, Costs. In any action or proceeding arising out of or relating to the interpretation or application of this Agreement, the enforcement of this Agreement, or any rights, obligations, demands or protections afforded pursuant to this Agreement, it is expressly agreed by Client and CAM that the Court, Arbitrators or other ruling body may award reasonable attorney's fees and costs to the prevailing party.

12. Assignment. Client may not assign any rights or obligations hereunder without the prior, express written consent of CAM. This Agreement shall be binding on and inure to the benefit of the successors, assigns and personal representatives of the parties.

13. No Joint Venture or Partnership. This Agreement shall not be construed or interpreted to create or establish any joint venture or partnership between the parties.

14. Notices. Any notice to a party required or permitted hereunder shall be deemed given on the date of delivery if personally served, or emailed, or on the third day after mailing if mailed. Any notice by mail shall be first class or airmail, postage prepaid, certified mail (return receipt requested) and sent to the address indicated by the signature of the party on this Agreement, or to the most recent address given the sender by written notice from that party.

15. Waivers. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or of any other provision.

16. Entire Agreement, Amendment. This instrument, along with any referenced Appendices, contains the entire Agreement of the parties, and supersedes any and all prior representations, negotiations, agreements and understandings between them, whether oral or written. Should a conflict arise between Client and CAM due to the existence of any other prior or contemporaneous contract or agreement between such parties, as such dispute and other contract or agreement relates to any terms or conditions expressed herein, this Agreement shall control the resolution of such dispute and shall be deemed the operative Agreement as between the parties hereto. This Agreement may not be modified or amended except by written instrument, signed by each party hereto.

17. Governing Law. The construction, interpretation and application of this Agreement shall be governed by the state laws of the State of California. To the extent that the parties hereto agree to submit the resolution of their dispute to binding arbitration, the parties agree to utilize the services of the American Arbitration Association, JAMS or Judicate West and to cooperate with each other in the selection of the arbitrator or arbitration panel as the case may require.

18. Counterparts. The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by each party. Each counterpart shall be deemed an original instrument as against any party who has signed it.

MAINTENANCE AGREEMENT

19. Force Majeure. If performance by CAM, or any of its employees, agents or authorized Subcontractor(s), of any of its obligations hereunder is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Agreement, e.g., whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake or other natural forces, or by the acts of anyone not a party to this Agreement, then CAM shall be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence.

20. Severability. Should any provision of this Agreement be rendered void, invalid or unenforceable by any Court of competent jurisdiction, such invalidity, etc., shall not render void or unenforceable any other provision.

21. Venue. Venue in any action or proceeding arising out of or relating to this agreement shall be in the West District of the Superior Court for Los Angeles County, or in the Municipal Court, or equivalent of the Los Angeles Judicial District, West Los Angeles Branch, as appropriate.

REQUESTED START UP DATE: _____

IN WITNESS WHEREOF, the parties have executed this agreement

on _____, at Los Angeles, California.

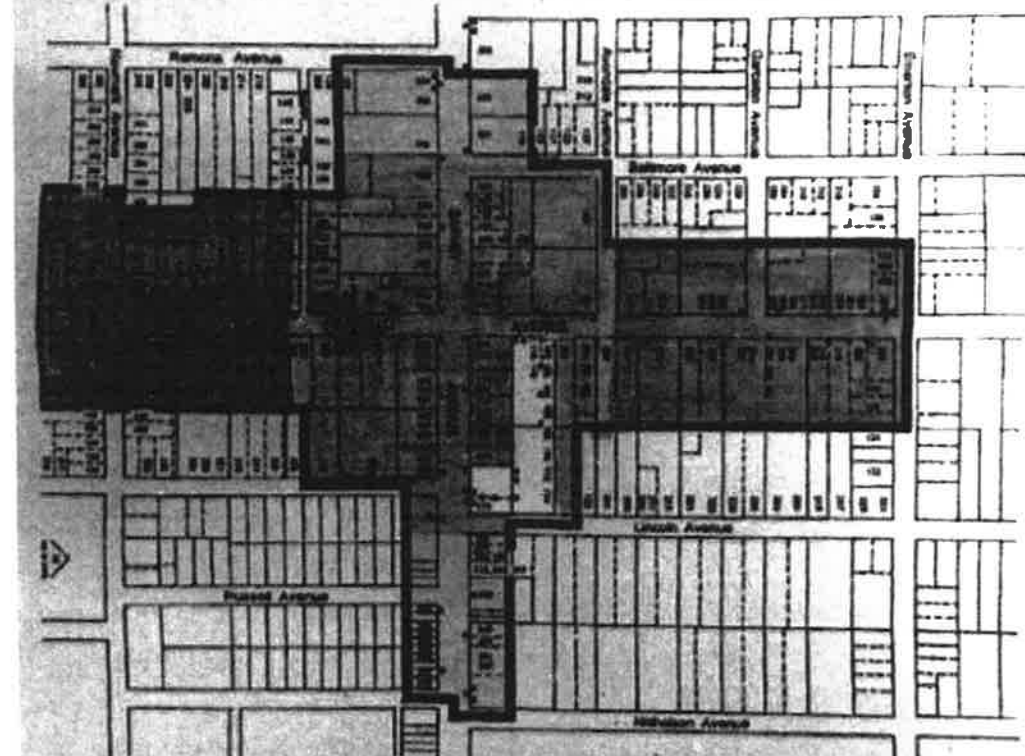
City of Monterey Park

Donna Ramirez
City Clerk's Office
Monterey Park, CA 91754

CAM Services, Inc.

Jeremy Lubin
5664 Selmarline Dr.
Culver City, CA 90230

DAYPORTER SERVICE AREA SCHEDULE



BUSINESS IMPROVEMENT DISTRICT NO.1

MON: Green + Yellow

WED: Green + Yellow + Orange

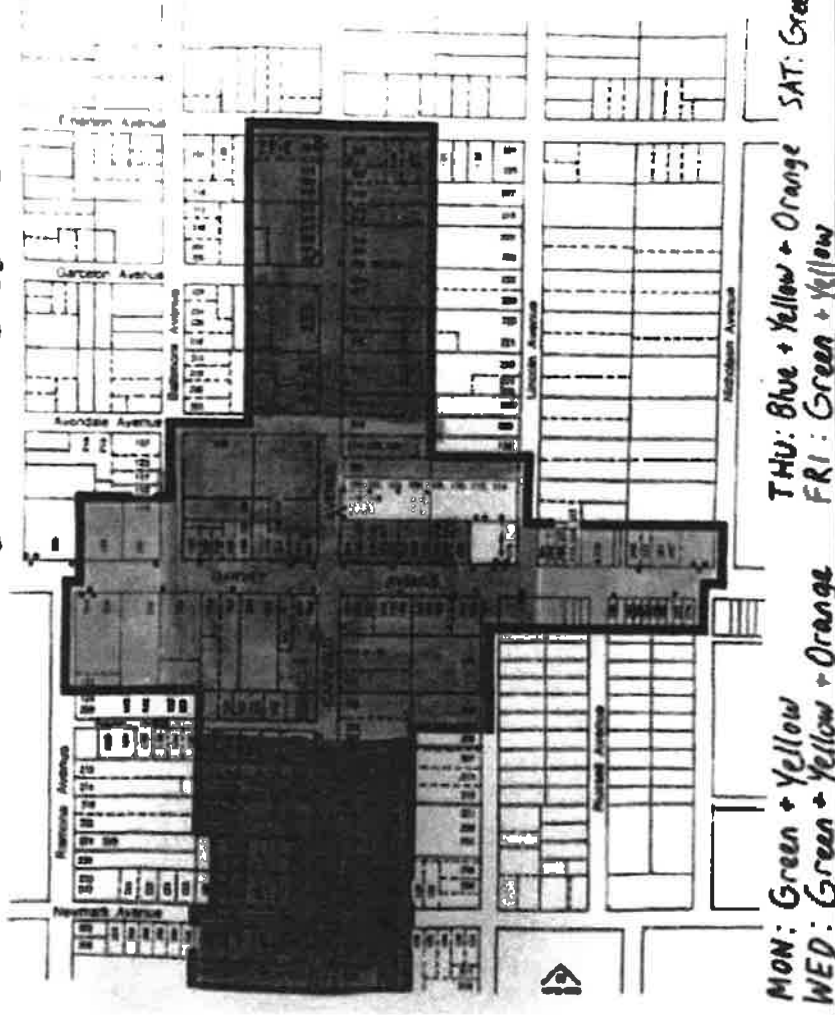
THU: Blue + Yellow + Orange

FRI: Green + Yellow

SAT: Green + Yellow

DAYPORTER SERVICE AREA SCHEDULE

BUSINESS IMPROVEMENT DISTRICT NO.1





5-Year Budgetary Worksheet

YEAR	MINIMUM WAGE % INCREASE	CAM SERVICES % INCREASE (80% OF MANDATED INCREASE	DAYPORTER SERVICES MONTHLY FEE	STEAM CLEANING SERVICES QUARTERLY FEE
2018	-	-	\$6060	\$1625
2019	9.1%	7.3%	\$6502	\$1744
2020	8.3%	6.6%	\$6931	\$1859
2021	7.7%	6.2%	\$7361	\$1974
2022	7.1%	5.7%	\$7781	\$2087



SIMILAR PROJECTS:

San Diego College Area Business Improvement District (2008 – Present)

Old Town San Diego Business Improvement District (2012 – Present)

City of Alhambra Business Improvement District (2012 - 2015)

REFERENCES:

San Diego College Area Business Improvement District

59th St - 73rd St along El Cajon Blvd., San Diego, CA 92115

Contact: Jim Schneider, Phone: (619) 582-1093, Email: executivedirector@collegeareabid.com

Combined Properties

9320 Wilshire Blvd, Suite 310, Beverly Hills, CA 90212

Contact: Jason Struwe, Phone: (310) 228-1990, Alt Phone: (310) 205-9616, Email: jstruwe@combined.biz

Premier America Federal Credit Union

19867 Prairie St., Chatsworth, CA 91311

Contact: Mike Crosby, Phone: (818) 772-4079, Email: mike.crosby@PremierAmerica.com



PROPOSAL

Southern & Central California's #1 Property Services Company

Donna Ramirez
City of Monterey Park
City Clerk's Office
320 W. Newmark Ave.
Monterey Park, CA 91754

PROPERTY ADDRESS	PROPOSAL #	PROPOSAL DATE	CLIENT CONTACT	CLIENT PO #
City of Monterey Park Business Improvement District, Monterey Park	169152	5/10/2018	Donna Ramirez	

Notes:

Description	Qty	Unit Amount	Total
Vigorous initial cleanup of the Business Improvement District outlined on sitemap, including: •Sweeping all sidewalks •Wipe down trash receptacles, benches and other city street furniture •Remove trash, cigarette butts and other debris from tree wells and other landscape areas •Dispose of all litter (excluding trash receptacles) into a city dumpster •Remove flyers from Lincoln/Garvey parking lot •Minor graffiti removal: Wipe-off from flat surfaces (excludes paint, stucco and brick) •Report major graffiti (painted) to Client •Spot mop spills •Report any large trash or illegal dumping •Report landscaping debris and dead plants and flowers in city planters to Client	1	\$720.00	\$720.00

TOTAL \$720.00

This Proposal, when signed, shall constitute a valid contract. Price quoted good for 30 days only. Client agrees that if an inspection of contractor's work is required, it will be performed with seven (7) days of completion, after which date all work will be accepted and payment will be due upon receipt of invoice.

We have read and accept the terms of the Proposal and agree to be bound by the terms thereof. If Proposal exceeds \$5,000.00, a separate Agreement will follow and this Proposal shall be incorporated as an exhibit to the Agreement.

Donna Ramirez

Date

800 576-3050

Fax 310 390-8059

5664 Selmaraine Dr. Culver City, CA 90230

CamServices.com



MAINTENANCE AGREEMENT

Southern & Central California's #1 Property Services Company

Donna Ramirez
City of Monterey Park
City Clerk's Office
320 W. Newmark Ave.
Monterey Park, CA 91754

PROPERTY ADDRESS	AGREEMENT #	PROPOSED START	CLIENT CONTACT	CLIENT PO #
Business Improvement District Monterey Park, CA 91754	8307	May 2018	Donna Ramirez	

■ Monthly Day Porter Services - 2 dayporters @ 6.5 hours per day, 5 days per week

\$6,060.00

initial

SCOPE OF WORK:

1. Police sidewalks, parking lots, and planters located within Business Improvement District (see attached sitemap) for litter
2. Dispose of all litter (excluding trash receptacles) into a city dumpster
4. Minor graffiti removal: Wipe-off from flat surfaces (excludes paint, stucco and brick)
5. Report major graffiti (painted) to Client
6. Spot mop spills
7. Wipe down city trash receptacles, city flower pots, city benches and city furniture as needed
8. Report any large trash or illegal dumping
9. Report landscaping debris and dead plants and flowers in city planters to Client
10. Remove flyers from parking lot at Lincoln and Garvey

NOTES:

1. CVS parking lot IS included
2. Vacant field on Garfield Ave. IS NOT included, but report illegal dumping
3. Bank of America parking lot IS NOT included
4. Hong Kong Supermarket parking lot IS included
5. Parking lot with Happy Garden, ABC Cafe and Kiki Bakery IS included
6. Alley behind Litz Restaurant and Fleet Reserve IS included
7. Alley behind Johnny Thompson Music IS included
8. Alley and parking lot at Lincoln Plaza Hotel ARE included
9. City to provide trashcan liners
10. CAM Services to provide dayporter uniforms and up to 16 gallons of degreaser and/or glass cleaner per month

FEE BREAKDOWN:

Labor = \$5817.60 (96%)
Materials = \$121.20 (2%)
Insurance = \$121.20 (2%)

Agreement 8307 - Page 1 of 4
City of Monterey Park - Business Improvement District Monterey Park, CA 91754



MAINTENANCE AGREEMENT

Southern & Central California's #1 Property Services Company

Donna Ramirez
City of Monterey Park
City Clerk's Office
320 W. Newmark Ave.
Monterey Park, CA 91754

PROPERTY ADDRESS	AGREEMENT #	PROPOSED START	CLIENT CONTACT	CLIENT PO #
Business Improvement District Monterey Park, CA 91754	8307	May 2018	Donna Ramirez	

■ Quarterly Steam Cleaning Services - 1x/quarter Price per visit = \$1,625.00 initial

SCOPE OF WORK:

1. Steam clean city sidewalks on both sides of Garfield Ave. from Emerson Ave. to Newmark Ave.
2. Steam clean city sidewalks on both sides of Garvey Ave. from Ramona Ave. to Nicholson Ave.

CLEANING PROCESS:

- Pre-treat surface areas with biodegradable degreasers.
- Steam clean at up to 3000 psi and 210 degrees.
- Warning: Certain kinds of stains (gum, oil, rust, etc.) that have penetrated concrete surfaces may not come completely clean after one visit; repeated cleanings may be required to remove stains.

NOTES:

1. CAM Services assumes all drainage to be in proper working order and is not responsible for faulty drainage
2. Water will not be reclaimed
3. CAM Services will not be liable for tenants' or patrons' watersplashed windows resulting from steam cleaning or powerwashing
4. Client to provide water source

FEE BREAKDOWN:

Labor = \$1560.00 (96%)
Materials = \$32.50 (2%)
Insurance = \$32.50 (2%)



Southern & Central's #1 Property Services Company

This Agreement is executed by CAM Services, a California corporation, including any affiliated entities, subsidiaries and/or divisions (hereinafter "CAM"), and City of Monterey Park (hereinafter "Client"), whose address is City Clerk's Office, Monterey Park, CA 91754 with respect to the following terms and conditions regarding and controlling CAM's provision of property maintenance services on behalf of Client and Client's payment obligations for said services as part of this Maintenance Agreement, (hereinafter "Agreement"):

Recitals

A. CAM is engaged in the business of providing property maintenance and related services for various types of buildings and building complexes.

B. Client desires to have CAM provide specified maintenance services for a certain building or building complex located at Business Improvement District, Monterey Park, CA 91754 (hereinafter referred to as the "Premises").

C. The Premises are owned by Client, or, as appropriate, _____

D. In the event that Client is not in legal owner of the Premises, Client represents herein that it is the property manager of the Premises and that Client is at all times authorized by the owner(s) of the Premises to enter into this Agreement and to bind the Premises' owner(s) to all terms and conditions herein below stated.

On the basis of the foregoing facts, the parties hereby enter into the following agreement:

Agreement

1. **Services to be Provided.** CAM shall provide, at the Premises, any or all of the agreed upon and defined services offered by CAM and selected by Client. It is agreed herein between CAM and Client that CAM shall provide the Service(s) in this Agreement at the Premises.

1a. Recommended Additional Services, Repairs, Etc.

As part of CAM's routine quality control services, and/or due to an emergent need affecting the Premises, CAM may discover or become aware of the need to provide additional services not contemplated as part of the regular maintenance services contracted for herein. Should the need for additional services not included in this Agreement or for emergency repairs become evident to CAM or its authorized Subcontractor(s), Client will be advised accordingly. Any additional services to be provided and provided by CAM, (i.e., extra work or emergency services) shall be the subject of a separate agreement or an addendum to this Agreement.

2. Consideration.

A. Client shall pay to CAM the amount(s) for each service rendered pursuant to this Agreement.

B. The total amount indicated above shall be paid once per month, no later than ten days after the date of each monthly invoice. Late payments shall be subject to a service charge at the maximum rate permitted by law, up to 1.5 percent per month. Client shall not withhold or refuse to tender prompt and complete payment on all timely invoices submitted on grounds that such withholding is to compensate for damage or loss alleged to have been caused by CAM. In the event that Client disputes any payment obligation or seeks an offset for any cost or amount that Client attributes to CAM's service or work pursuant to this Agreement, Client shall promptly notify CAM of the basis of its claimed withholding of invoice payments and if the parties are not able to informally agree to an acceptable resolution, Client shall nonetheless tender payment in full on the disputed invoice to CAM under protest and thereafter pursue any and all other rights pursuant to this Agreement.

C. On each anniversary of the date of execution of this agreement, the total consideration payable by Client shall increase consistent with a yearly cost of living adjustment measured by the cost of living increase set forth in an acceptable cost of living price index or other measure reflective of economic conditions. (However, in no event shall the consideration payable by Client decrease.)

MAINTENANCE AGREEMENT

3. **Agreement Term and Required Termination Notice.** The term of this Agreement shall be for one year from the date of its execution by the Client, and shall be automatically renewed for successive one year terms, subject to termination by either party upon delivery of 30 days written notice to the other. It is expressly understood and agreed that failure to give said 30 days' written notice, even if client loses ownership and/or management of Premises, in whole or in part, shall constitute a material breach of this agreement. In the event of any such breach, the parties expressly agree that CAM will incur certain damages and costs which are not accurately subject to determination, and therefore Client shall promptly pay to CAM as liquidated damages the sum of one-month's contract fees. Client and CAM both expressly agree that said liquidated damages are reasonable under the circumstances existing at the time of execution of this Agreement.

4. **Materials, Supplies and Equipment.** CAM, and/or any required and authorized Subcontractor(s) retained by CAM, shall furnish all materials, supplies and equipment necessary to fully perform the services specified herein. Consumables (replenishable goods like paper, soap, trash liners, etc.) shall be re-billed to Client. (Water and sprinkler systems, to the extent utilized in performing services pursuant to this Agreement, shall be supplied by Client and separately maintained by Client unless included within the services to be provided by CAM herein.)

5. **Authorization.** Client hereby represents and warrants that if not the owner of the Premises that Client is fully authorized by the owner to enter into this Agreement. Client further agrees that unless otherwise instructed in writing, accompanied with written confirmation and agreement by the actual owner(s) of the Premises, that all monthly invoicing and billing for CAM's service shall be directed to Client and that Client shall be solely and ultimately liable for prompt payment of said invoicing and billing as set forth in Paragraph 2A - 2B above.

6. **Holidays.** CAM employees are not required to work on six (6) legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a service day falls on any one of those holiday's, services will not be provided on that day. However, if services are required, at the specific request and direction of Client or in the event of an emergency, then Client shall be billed at double the regular hourly labor rate.

7. **Inclement Conditions, Other Disruptive Factors.** Client hereby acknowledges that rain, strong winds and other inclement conditions may impair the ability of CAM to provide required services. For example, if sweeping is included in the Agreement, power sweepers, blowers and brooms are ineffective on wet surfaces. Similarly, heavy rains may prevent strict adherence to landscaping maintenance schedules. Additionally, trash removal service personnel, not affiliated with CAM, frequently leave dumpsters in disarray, and tenants

are not always careful and tidy when depositing trash or breaking down boxes in dumpsters. It is expressly understood and agreed by Client that CAM will not be responsible for events and conditions which were not created by CAM or which occurred at times when CAM was not physically on-site at the Premises or for conditions which are created by Client and/or Client's tenants. See also, Section 19 below, Force Majeure.

8. **Independent Contractor Status.** It is understood and agreed that by virtue of entering into this Agreement, that CAM and/or its employees, and authorized Subcontractors, where appropriate, shall not become employees of Client. Rather, CAM shall at all times maintain its status as an independent contractor. Client shall make no deductions of any kind from any consideration paid CAM, including but not limited to state, federal and local taxes, social security benefits or withholdings of any other kind or form. Client shall not be required to secure workers compensation or any other insurance or benefit for CAM except as may be expressly provided herein. CAM shall maintain general discretion and control over the manner in which the services required hereunder are performed. Nothing herein shall be construed or interpreted to prohibit CAM from entering into similar or dissimilar agreements with other parties or entities, provided that CAM shall devote all time reasonably necessary to fully perform its obligations hereunder.

9. **Indemnification.** Excepting any damage, loss, liability or expense arising out of the negligence or willful misconduct of CAM, its agents, employees or contractors, Client shall defend, indemnify and hold CAM, its officers, directors, agents and employees harmless of and from any and all claims, liabilities, actions, causes of action, and damages of all parties, including without limitation reasonable attorneys' fees, arbitration fees or costs and court costs brought by or in favor of any person(s) for damage, loss or expense due to, but not limited to, bodily injury and property damage, sustained by such person(s) arising out of any.



Southern & Central's #1 Property Services Company

Including all claims brought by tenants, customers, employees, business invitees, or other such persons who happen upon the Premises, whether at the invitation of the Client, Premises' owner(s) or any tenant of such Premises regarding the condition of the Premises, including any existing conditions of hardscape, sidewalks, driveways, parking lots, stairs, and/or any other common area of the Premises, or if such loss arises from any negligent or willful misconduct of Client which results in the loss and which otherwise does not arise out of the negligence of willful misconduct of CAM.

10. **Non-Solicitation of CAM Employees or Subcontractors.** During the term of this Agreement, and any renewals thereof, and for a period of one year following the expiration or termination of the term or any renewal term of this Agreement, Client shall not, directly or indirectly, on behalf of itself or any other person or entity, including, without limitation, all subsidiary, parent or affiliated entities, enter into an employment or independent contractor relationship with any current or ex-CAM employee or subcontractor within one year of their separation from CAM without the express written consent of CAM, nor shall Client cause, either directly or indirectly, any such solicitation by or on behalf of any other person or entity. In the event of any violation by or on behalf of Client in the prohibitions set forth directly above, the parties expressly agree that CAM will incur certain damages and costs which are not accurately subject to determination, and therefore Client shall promptly pay to CAM as liquidated damages the sum equal to twelve months' of contract fees pursuant to the then current payment terms as set forth within this Agreement. Client and CAM both expressly agree that said liquidated damages are reasonable under the circumstances existing at the time of execution of this Agreement.

11. **Attorney's Fees, Costs.** In any action or proceeding arising out of or relating to the interpretation or application of this Agreement, the enforcement of this Agreement, or any rights, obligations, demands or protections afforded pursuant to this Agreement, it is expressly agreed by Client and CAM that the Court, Arbitrators or other ruling body may award reasonable attorney's fees and costs to the prevailing party.

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15. **Waivers.** The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or of any other provision.

16. **Entire Agreement, Amendment.** This instrument, along with any referenced Appendices, contains the entire Agreement of the parties, and supersedes any and all prior representations, negotiations, agreements and understandings between them, whether oral or written. Should a conflict arise between Client and CAM due to the existence of any other prior or contemporaneous contract or agreement between such parties, as such dispute and other contract or agreement relates to any terms or conditions expressed herein, this Agreement shall control the resolution of such dispute and shall be deemed the operative Agreement as between the parties hereto. This Agreement may not be modified or amended except by written instrument, signed by each party hereto.

17. **Governing Law.** The construction, interpretation and application of this Agreement shall be governed by the state laws of the State of California. To the extent that the parties hereto agree to submit the resolution of their dispute to binding arbitration, the parties agree to utilize the services of the American Arbitration Association, JAMS or Judicate West and to cooperate with each other in the selection of the arbitrator or arbitration panel as the case may require.

18. **Counterparts.** The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by each party. Each counterpart shall be deemed an original instrument as against any party who has signed it.

MAINTENANCE AGREEMENT

19. **Force Majeure.** If performance by CAM, or any of its employees, agents or authorized Subcontractor(s), of any of its obligations hereunder is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Agreement, e.g., whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake or other natural forces, or by the acts of anyone not a party to this Agreement, then CAM shall be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence.

20. **Severability.** Should any provision of this Agreement be rendered void, invalid or unenforceable by any Court of competent jurisdiction, such invalidity, etc., shall not render void or unenforceable any other provision.

21. **Venue.** Venue in any action or proceeding arising out of or relating to this agreement shall be in the West District of the Superior Court for Los Angeles County, or in the Municipal Court, or equivalent of the Los Angeles Judicial District, West Los Angeles Branch, as appropriate.

REQUESTED START UP DATE: _____

IN WITNESS WHEREOF, the parties have executed this agreement

on _____, at Los Angeles, California.

City of Monterey Park

Donna Ramirez
City Clerk's Office
Monterey Park, CA 91754

CAM Services, Inc.

Jeremy Lubin
5664 Selmarline Dr.
Culver City, CA 90230



5-Year Budgetary Worksheet

YEAR	MINIMUM WAGE % INCREASE	CAM SERVICES % INCREASE (80% OF MANDATED INCREASE	DAYPORTER SERVICES MONTHLY FEE 4 days per week, 2 porters	DAYPORTER SERVICES MONTHLY FEE 4 days per week, 2 porters (1 is <u>on-site</u> <u>supervisor</u>)	STEAM CLEANING SERVICES QUARTERLY FEE
2018	-	-	\$5090	\$5415	\$1625
2019	9.1%	7.3%	\$5462	\$5810	\$1744
2020	8.3%	6.6%	\$5823	\$6193	\$1859
2021	7.7%	6.2%	\$6184	\$6577	\$1974
2022	7.1%	5.7%	\$6536	\$6952	\$2087

YEAR	MINIMUM WAGE % INCREASE	CAM SERVICES % INCREASE (80% OF MANDATED INCREASE	DAYPORTER SERVICES MONTHLY FEE 5 days per week, 2 porters	DAYPORTER SERVICES MONTHLY FEE 5 days per week, 2 porters (1 is <u>on-site</u> <u>supervisor</u>)	STEAM CLEANING SERVICES QUARTERLY FEE
2018	-	-	\$6060	\$6465	\$1625
2019	9.1%	7.3%	\$6502	\$6937	\$1744
2020	8.3%	6.6%	\$6931	\$7395	\$1859
2021	7.7%	6.2%	\$7361	\$7853	\$1974
2022	7.1%	5.7%	\$7781	\$8301	\$2087

ATTACHMENT 3

Comparison Chart

Cost Comparison for Custodial Services for BID Area

		Chrysalis Enterprises	4 Days/wk + Pressure Washing		CAM Services	4 Days/wk + Pressure Washing
1	Total Cost for First Year:	\$89,651.55	\$73,125.24		\$84,800.00	\$68,300.00
2	Custodial Cost:	\$82,631.55			\$77,580.00	\$61,080.00
3	Pressure Washing Cost:	\$7,020.00			\$6,500.00	\$6,500.00
4	Initial Clean-up of Area:	Included			\$720.00	\$720.00
5	Number of Days Per Week:	5	4		5	4
6	Number of Hours Per Week:	60/2 people	48/2 people		65/2 people	48/2 people
7	Cost for 2nd Year:	\$96,375.40	\$78,609.63		\$90,220.00	\$76,696.00
8	Cost for 3rd Year:	\$101,386.93	\$82,697.33		\$96,176.00	\$81,752.00
9	Cost for 4th Year:	\$107,977.08	\$88,072.65		\$102,132.00	\$86,820.00
10	Cost for 5th Year:	\$114,995.59	\$93,797.37		\$108,760.00	\$91,774.00
11	Number of Workers:	2			2	
12	Supervisor On-Site Daily:	1			1	
13	Pressure Washing Entire District:	x				
14	Steam Clean Entire District:				x	
15	Garvey/Garfield 3X a Week:	x			x	
16	Remainder of Garvey 1X a Week:	x			x	
17	Lincoln/Garvey Parking Lot Daily:	x			x	
18	Remainder of BID Area 2X a Week:	x			x	
19	Sweep All Sidewalks:	x			x	
20	Remove Trash, cigarette butts, debris from tree wells and other landscape:	x			x	
21	Dispose of trash from area in dumpster:	x			x	
22	Wipe Down Street Furniture:	x			x	
23	Remove graffiti from Public Areas:	x			x	
24	Describe Level of Supervision:	Daily			Daily	
25	List Contact Information:	x			x	
26	Provide 3 References:	x			x	



City Council Staff Report

DATE: September 5, 2018

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

TO: The Honorable Mayor and City Council
FROM: Mark A. McAvoy, Director of Public Works/City Engineer
SUBJECT: Siemens Performance Assurance Overview for Calendar Year 2017

RECOMMENDATION:

It is recommended that the City Council receive and file the attached report, titled Energy Performance Contract Performance Assurance Overview for the Annual Period: January 1 – December 31, 2017

EXECUTIVE SUMMARY:

On September 19, 2014, the City entered into a Performance Contracting Agreement with Siemens Industry, Inc. (Siemens), for an energy savings project related to various City owned facilities. The project work included interior building lighting upgrades, exterior lighting upgrades, upgrades of HVAC systems, energy efficiency control systems, and water meter system upgrades. The Agreement stipulates that an annual measurement and verification report be submitted to the City, to document the measured and verified savings. The first annual measurement period was calendar year 2017, during which savings exceeded projections by \$46,000. Siemens will give a brief presentation on the attached report.

BACKGROUND:

By way of review, the energy savings project consisted of a program of energy conservation measures and capital improvements to achieve savings in utility bills and operational efficiencies. The work Siemens performed under the Agreement included:

- Interior Lighting Upgrades: Replaced Fluorescent Technologies with LED Equivalents, throughout City Hall, Police Department and Fire Station #1, including new occupancy sensors and dimmers
- Exterior Lighting Upgrades: Replaced Older HID (high intensity discharge) lamps and bulbs with LED Equivalents at City Hall, Police Department, Fire Station #1, Corporation Yard, Bruggemeyer Library, Langley Community Center, and the following parks: Barnes, Cascades, Edison Trails, Garvey Ranch, George Elder, Highland, La Loma, Sequoia, Sierra Vista, and Sunnyslopes

- Heating, Ventilation, and Air Conditioning (HVAC) Upgrades: Replaced 43 Older HVAC Units at City Hall, Police Department, Langley Community Center, and Sierra Vista Park Building with new efficient HVAC units, including mechanical, electrical, and duct work to connect and commission the new units
- Control System Upgrades: Install New Controls System to integrate, monitor and control the lighting and HVAC systems to maximize efficiency
- Water Meter Automatic Meter Reading (AMR) System: Replaced 10,745 existing manual water meters with new Metron-Farnier AMR meters, including commissioning and verification of the new meter system with the billing system

The capital replacements of the existing high energy lamps and bulbs and HVAC units resulted in a reduction of electrical use in those systems (compared to the contract baseline). The installed control system maximizes the efficiency of the lighting and HVAC systems, minimizing the use of each system during low-traffic periods (i.e. when offices are vacant, the lights go off as do the HVAC units). The AMR meter system had the most impact, as new water meters are more accurate, capturing a truer measure of customer consumption (more accurate water utility bills); and the staff time to perform meter reading is also greatly reduced.

The work was completed in 2016, and the first measurement and verification period to document annual savings is for calendar year 2017. The annual report is attached, as is a copy of the original agreement.

FISCAL IMPACT:

The measured and verified savings are detailed in the annual report. There is no additional fiscal impact from tonight's council action.

Respectfully submitted by:



Mark A. McAvoy
Director of Public Works/
City Engineer

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Performance Assurance Overview – Calendar Year 2017
2. Performance Contracting Agreement

ATTACHMENT 1
Energy Performance Contract
Performance Assurance Overview – Annual
Period: January 1 – December 31, 2017

CITY OF MONTEREY PARK



Annual
Period
1

Performance Contracting Agreement

between

City of Monterey Park

Siemens Industry, Inc.

Annual Period: January 1, 2017 – December 31, 2017

Energy Performance Contract Performance Assurance Overview

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Contract Date: September 19, 2014

Contract Period: January 1, 2017 – December 31, 2031

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Annual Period: January 1 – December 31

Contract Term: 15 Years

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1. Executive Summary

Siemens Industry Inc., Building Technologies Division (Siemens), is pleased to provide the City of Monterey Park with the Year 1 annual savings report. The Siemens Energy Performance Contract guarantees **\$719,262** in annual savings for Annual Period 1 (Table 1). Realized savings for the first annual period are **\$765,475**, which includes **\$416,978** in measured and verified savings, **\$28,497** in stipulated savings, and **\$320,000** in operational savings, exceeding the current year guarantee by **\$46,213**. Table 2 shows the energy savings (units) by annual period.

Table 1 - Cost Savings by Annual Period

Performance Year	Measured & Verified Savings (\$)	Stipulated Savings (\$)	Total Realized Energy Savings (\$)	Operational Savings (\$)	Total Realized Savings (\$)	Guaranteed Savings (\$)	Excess/ Shortfall in Savings (\$)
1	\$416,978	\$28,497	\$445,475	\$320,000	\$765,475	\$719,262	\$46,213
Total	\$416,978	\$28,497	\$445,475	\$320,000	\$765,475	\$719,262	\$46,213

Table 2 - Energy Savings by Annual Period

Energy Savings	Electric Energy Savings (kWh/yr)	Electric Demand Savings (kW/yr)	Billable Water Usage Increase [1] (100 Cu Ft)
Guaranteed	645,026	709	162,249
Year-1	628,259	728	185,441
Total	628,259	728	185,441

2. Greenhouse Gas Emissions Reduction

The reduction of energy consumption also benefits the environment by decreasing the amount of carbon dioxide (CO₂) and greenhouse gas emissions released into the atmosphere. The City of Monterey Park reduced its annual emissions by **188 metric tons** during the current annual period. Figure 1 correlates this savings with other green activities.

Based on the most recent annual period's energy consumption, your portfolio's emissions reductions are equivalent to:



CO₂ emissions from 17 homes' energy use for one year



Annual GHG emissions from 40 passenger vehicles



Carbon sequestered by 4,831 seedlings grown for 10 years

Figure 1 – City of Monterey Park Annual Period Emissions Reduction

3. Performance Assurance Overview

3.1 Measurement & Verification Methods

Guarantee Savings Options for Energy/Utility Savings: There are five measurement and verification options to measure and verify energy/utility Savings: Option A – Retrofit Isolation: Key Parameter Measurement; Option B – Retrofit Isolation: All Parameter Measurement; Option C – Whole Facility; and, Option D – Calibrated Simulation. Options A through and including D are part of IPMVP. Option E – Stipulated is based on industry accepted engineering standards and is the Option used for purposes of calculating Operational Savings.

Option A - Retrofit Isolation: Key Parameter Measurement. Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the FIM's affected system(s) and/or the success of the project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter, and the length of the reporting period. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the estimated parameter is required. The plausible savings error arising from estimation rather than measurement is evaluated. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option B - Retrofit Isolation: All Parameter Measurement. Savings are determined by field measurement of the energy use of the FIM-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the savings and the length of the reporting period. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option C - Whole Facility: Savings are determined by measuring energy use at the whole facility or sub-facility level. Continuous measurements of the entire facility's energy use are taken throughout the reporting period. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option D - Calibrated Simulation: Savings are determined through simulation of the energy use of the whole facility, or of a sub-facility. Simulation routines are demonstrated to adequately model actual energy performance measured in the facility. This Option usually requires considerable skill in calibrated simulation. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option E – Stipulated: This Option is the method of measurement and verification applicable to FIMS consisting either of Operational Savings or where the end use capacity or operational efficiency; demand, energy consumption or power level; or manufacturer's measurements, industry standard efficiencies or operating hours are known in advance, and used in a calculation or analysis method that will stipulate the outcome. Both CLIENT and SIEMENS agree to the stipulated inputs and outcome(s) of the analysis methodology. Based on the established analytical methodology the Savings stipulated will be achieved upon completion of the FIM and no further measurements or

calculations will be performed during the Performance Guarantee Period. If applicable, the methodology and calculations to establish Savings value will be defined Section 4.6 of this Exhibit C.

3.2 Guaranteed Savings

Electric energy, electric power, and increased billable water guaranteed annually are listed by facility improvement measure (FIM) in Table 3. Guaranteed cost savings by guarantee type are provided in Table 4 by FIM.

Table 3 - Annual Guaranteed Energy Savings by FIM

Facility Improvement Measure	Electric Energy Savings (kWh/yr)	Electric Demand Savings (kW/yr)	Billable Water Usage Increase [1] (100 Cu Ft)
HVAC Unit Replacements	256,379	449	
Interior Lighting Upgrade	69,526	259	
Exterior Lighting Upgrade	282,853		
Building Automation System	36,268		
Automatic Meter Reading			162,249
Total	645,026	709	162,249

Table 4 - Guaranteed Cost Savings by FIM for Annual Period 1

Facility Improvement Measure	Option A Savings	Option E Savings	Total Energy Savings	Option E Operation and Avoided Cost Savings	Total
HVAC Unit Replacements		\$25,967	\$25,967	\$75,000	\$100,967
Interior Lighting Upgrade	\$9,893		\$9,893		\$9,893
Exterior Lighting Upgrade	\$22,628		\$22,628		\$22,628
Building Automation System		\$2,530	\$2,530		\$2,530
Automatic Meter Reading	\$338,243		\$338,243	\$245,000	\$583,243
Total	\$370,764	\$28,497	\$399,261	\$320,000	\$719,262

3.3 Baseline Data

The following tables show the baseline data established for the facility and agreed upon by the City of Monterey Park and Siemens under the performance contract. The baseline period was established between March of 2012 and February of 2013. Table 5 shows baseline utility consumption, and Table 6 shows baseline operating meter accuracy and consumption. Table 7 shows the baseline accuracies for the length of the performance contract.

Table 5 – Baseline Period Utility Consumption

Location	Electric Energy Usage (kWh/yr)	Electric Demand Usage (kW/yr)
City Hall, Police Department and Fire Station #1	1,577,351	3,649
Langley Community Center	233,894	1,027
Sierra Vista Building	76,714	237
Total	1,887,959	4,913

Table 6 – Baseline Operating Meter Accuracy and Consumption

Description	Existing Consumption at 100% Accuracy (100 Cu Ft)	Existing Meter Accuracy %	Existing Consumption (100 Cu Ft)
5/8" & 3/4" Meters Tier 1	501,596	95.90%	481,031
5/8" & 3/4" Meters Tier 2	499,774	95.90%	479,283
1" Meters Tier 1	0	99.10%	0
1" Meters Tier 2	0	99.10%	0
1.5" Meters Tier 1	109,183	86.20%	94,116
1.5" Meters Tier 2	567,173	86.20%	488,903
2" Meters Tier 1	37,064	90.30%	33,469
2" Meters Tier 2	609,544	90.30%	550,418
TOTALS	2,324,334		2,127,220

Table 7- Baseline Accuracies for the Length of the Performance Period

Existing Meter Accuracy - Test Data									
Item	Description	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	5/8" & 3/4" Meters Tier 1	95.90%	95.90%	95.40%	94.90%	94.40%	93.90%	93.40%	92.90%
2	5/8" & 3/4" Meters Tier 2	95.90%	95.90%	95.40%	94.90%	94.40%	93.90%	93.40%	92.90%
5	1.5" Meters Tier 1	86.20%	86.20%	85.70%	85.20%	84.70%	84.20%	83.70%	83.20%
6	1.5" Meters Tier 2	86.20%	86.20%	85.70%	85.20%	84.70%	84.20%	83.70%	83.20%
7	2" Meters Tier 1	90.30%	90.30%	89.80%	89.30%	88.80%	88.30%	87.80%	87.30%
8	2" Meters Tier 2	90.30%	90.30%	89.80%	89.30%	88.80%	88.30%	87.80%	87.30%

Existing Meter Accuracy - Test Data									
Item	Description	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
1	5/8" & 3/4" Meters Tier 1	92.40%	91.90%	91.40%	90.90%	90.40%	89.90%	89.40%	88.90%
2	5/8" & 3/4" Meters Tier 2	92.40%	91.90%	91.40%	90.90%	90.40%	89.90%	89.40%	88.90%
5	1.5" Meters Tier 1	82.70%	82.20%	81.70%	81.20%	80.70%	80.20%	79.70%	79.20%
6	1.5" Meters Tier 2	82.70%	82.20%	81.70%	81.20%	80.70%	80.20%	79.70%	79.20%
7	2" Meters Tier 1	86.80%	86.30%	85.80%	85.30%	84.80%	84.30%	83.80%	83.30%
8	2" Meters Tier 2	86.80%	86.30%	85.80%	85.30%	84.80%	84.30%	83.80%	83.30%

3.4 Contracted Baseline Data

The contracted baseline is the agreed upon operating parameters that are required to be implemented on the Guarantee Date as outlined in Article 7 of the performance contracting agreement. Those parameters include the following:

- Water quality at or above average quality over the most recent 12 month period;
- Source of water supply at or above average quality water over the most recent 12 month period from previous source of water supply used;
- Water distribution integrity at or above Baseline maintenance levels; and,
- Meter/AMR system compatibility with the new system.

Table 8 shows the guaranteed accuracies for the length of the performance contract.

Table 8 – Guaranteed Accuracies for the Length of the Performance Contract

Proposed Meter Accuracy - Guaranteed Values									
Item	Description	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	5/8" & 3/4" Meters Tier 1	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
2	5/8" & 3/4" Meters Tier 2	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%
5	1.5" Meters Tier 1	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%
6	1.5" Meters Tier 2	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%
7	2" Meters Tier 1	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%
8	2" Meters Tier 2	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%

Proposed Meter Accuracy - Guaranteed Values									
Item	Description	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
1	5/8" & 3/4" Meters Tier 1	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%	96.00%
2	5/8" & 3/4" Meters Tier 2	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%	96.00%
5	1.5" Meters Tier 1	97.00%	96.50%	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%
6	1.5" Meters Tier 2	97.00%	96.50%	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%
7	2" Meters Tier 1	97.00%	96.50%	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%
8	2" Meters Tier 2	97.00%	96.50%	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%

3.5 Utility Rate Structures & Escalation Rates

Contract utility rates (shown in Table 9) were the utility costs in effect during the baseline period. Per the Contract, the baseline utility rates are escalated 5% annually in order to determine the contract utility rates in effect for each annual period. The current term contract utility rates shown in Table 10 were used to calculate cost savings for this report. Table 11 shows water rates for the entire performance contract

Table 9 - Contract Baseline Utility Rates

Location	Electricity (\$/kWh)	Electric Demand (\$/kW)
City Hall	\$0.065	\$20.68
Langley Community Center	\$0.080	\$20.11
Sierra Vista Building	\$0.092	\$19.00
Police Department	\$0.065	\$20.68
Firestation #1	\$0.065	\$20.68
Exterior/Parks	\$0.080	

Table 10 – Annual Period 1 Utility Rates

Location	Electricity (\$/kWh)	Electric Demand (\$/kW)
City Hall	\$0.065	\$20.68
Langley Community Center	\$0.080	\$20.11
Sierra Vista Building	\$0.092	\$19.00
Police Department	\$0.065	\$20.68
Firestation #1	\$0.065	\$20.68
Exterior/Parks	\$0.080	

Table 11 – Water rates for the length of the Performance Contract

		Rate Structures							
Item	Description	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	5/8" & 3/4" Meters Tier 1	\$1.46	\$1.68	\$1.85	\$2.03	\$2.24	\$2.46	\$2.03	\$2.03
2	5/8" & 3/4" Meters Tier 2	\$1.89	\$2.17	\$2.39	\$2.63	\$2.89	\$3.18	\$2.63	\$2.63
5	1.5" Meters Tier 1	\$1.46	\$1.68	\$1.85	\$2.03	\$2.24	\$2.46	\$2.03	\$2.03
6	1.5" Meters Tier 2	\$1.89	\$2.17	\$2.39	\$2.63	\$2.89	\$3.18	\$2.63	\$2.63
7	2" Meters Tier 1	\$1.46	\$1.68	\$1.85	\$2.03	\$2.24	\$2.46	\$2.03	\$2.03
8	2" Meters Tier 2	\$1.89	\$2.17	\$2.39	\$2.63	\$2.89	\$3.18	\$2.63	\$2.63

		Rate Structures							
Item	Description	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
1	5/8" & 3/4" Meters Tier 1	\$2.03	\$2.03	\$2.03	\$2.03	\$2.03	\$2.03	\$2.03	\$2.03
2	5/8" & 3/4" Meters Tier 2	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63
5	1.5" Meters Tier 1	\$2.03	\$2.03	\$2.03	\$2.03	\$2.03	\$2.03	\$2.03	\$2.03
6	1.5" Meters Tier 2	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63
7	2" Meters Tier 1	\$2.03	\$2.03	\$2.03	\$2.03	\$2.03	\$2.03	\$2.03	\$2.03
8	2" Meters Tier 2	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63

4. Performance Assurance Results

4.1 Summary of Realized & Guaranteed Savings

Total realized savings for Annual Period 1 are \$765,475, which consists of \$416,978 in Option A savings, \$28,497 in Option E savings, and \$320,000 in Operational Savings. These cost and energy savings are summarized by FIM in Table 12 below. Total realized savings are in excess of the guaranteed savings of \$719,262 by \$46,213. Realized savings are detailed by guarantee method used for measurement and verification in the following sections.

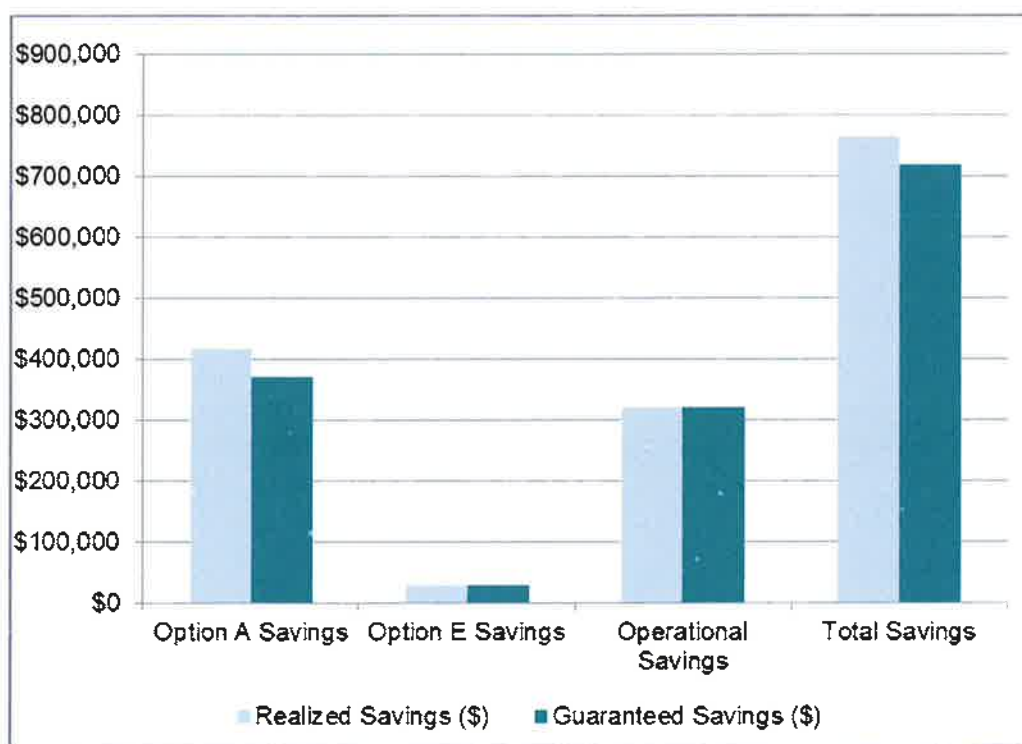


Figure 2 - Annual Period Cost Savings by Option Type

Table 12 - Annual Period 1 Realized Cost Savings by FIM

Facility Improvement Measure	Option A Savings	Option E Savings	Total Energy Savings	Option E Operation and Avoided Cost Savings	Total
HVAC Unit Replacements		\$25,967	\$25,967	\$75,000	\$100,967
Interior Lighting Upgrade	\$10,593		\$10,593		\$10,593
Exterior Lighting Upgrade	\$20,913		\$20,913		\$20,913
Building Automation System		\$2,530	\$2,530		\$2,530
Automatic Meter Reading	\$385,472		\$385,472	\$245,000	\$630,472
Total	\$416,978	\$28,497	\$445,475	\$320,000	\$765,475

4.2 Option A Energy Savings

Realized Option A savings for Annual Period 1 are \$416,978, which exceeds the guaranteed savings of \$370,764 by \$46,214. Table 13 shows the Option A FIMs.

Table 13 - Option A Realized Savings for Current Annual Period

Facility Improvement Measure	Electric Energy Savings (kWh/yr)	Electric Demand Savings (kW/yr)	Billable Water Usage Increase [1] (100 Cu Ft)	Realized Cost Savings (\$)	Guaranteed Cost Savings (\$)	Excess/ (Shortfall) in Savings (\$)
Interior Lighting Upgrade	74,197	279		\$10,593	\$9,893	\$700
Exterior Lighting Upgrade	261,414			\$20,913	\$22,628	(\$1,715)
Automatic Meter Reading			185,441	\$385,472	\$338,243	\$47,229
Total	335,611	279	185,441	\$416,978	\$370,764	\$46,214

4.2.1 Interior Lighting Upgrades

Siemens Interior Lighting Upgrade FIM consisted primarily of retrofitting all existing T8 lamps and electronic ballasts with LED lamps and installing wall mounted occupancy sensors at the City Hall, Police Station, and Fire station #1. The energy savings for this FIM are the result of the increased efficiency between the LED and the T8 lamps. Total energy savings for the Interior Lighting Upgrade FIM totals \$10,593, which exceeds the guaranteed savings of \$9,893 by \$700 as shown in Table 14.

Table 14 – Interior Lighting Upgrades Savings

Facility Improvement Measure	Electric Energy Savings (kWh/yr)	Electric Demand Savings (kW/yr)	Realized Cost Savings (\$)	Guaranteed Cost Savings (\$)	Excess/ (Shortfall) in Savings (\$)
Interior Lighting Upgrade	74,197	279	\$10,593	\$9,893	\$700

The savings were verified by taking a one-time post-installation kW measurement. The excess in energy savings is the result of the post-installation measured kW being lower than the pre-installation kW as listed in the cut sheets. Table 15 shows the average post-installation kW of a sample of fixtures. The post-installation sample size was determined based on 80% confidence and 20% accuracy levels. Lighting burn hours used in the energy calculations for each fixture are based on the agreed-upon hours of operation in Appendix 5 of the performance contract. Lighting calculations can be found Appendix 5.1

Table 15- Average Measured Wattages

Installed Fixture	Average Measured Wattage	Expected Wattages
LED13-PAR38	12.9	13.0
LED20-TUBE	30.0	20.0
LED36-CNPY	36.0	36.0
LED36-TUBE	34.6	36.0
LED72-TUBE	83.1	72.0
LED95-FLOOD	96.0	95.0
LED9-BULB	10.0	9.0

Figure 3 through Figure 5 shows various LED light fixtures installed as a part of the Interior Lighting Upgrade FIM scope of work.



Figure 3 –LED Light Tube



Figure 4 – Ceiling mounted LED light fixture



Figure 5 – LED lighting tube being installed

4.2.2 Exterior Lighting Upgrades

Siemens Exterior Lighting Upgrade FIM consisted primarily of retrofitting all existing high intensity discharge lamps and ballasts with LED lamps and technology. These retrofits occurred at parks and buildings across the city as show in Table 16.

Table 16 - Exterior Lighting Retrofit Locations

Exterior Lighting Locations
Barnes Memorial Park
City Hall, Police Station and Fire Station #1
Corporation Yard
Edison Trails Park
Garvey Ranch Park
George Elder Park
Highland Park
La Loma Park
Langley Community Center
Library
Sequoia Park
Sierra Vista Park
Sonny Slope Park

The energy savings for this FIM are the result of the increased efficiency between HID lamps and LED lamps. Total energy savings for the Exterior Lighting Upgrade FIM totals \$20,913, which falls short of the guaranteed savings of \$22,628 by \$1,715.

Table 17 - Exterior Lighting Upgrades Savings

Facility Improvement Measure	Electric Energy Savings (kWh/yr)	Realized Cost Savings (\$)	Guaranteed Cost Savings (\$)	Excess/ (Shortfall) in Savings (\$)
Exterior Lighting Upgrade	261,414	\$20,913	\$22,628	(\$1,715)

The savings were verified by taking a one-time post-installation kW measurement. The shortfall in energy savings is the result of the post-installation measured kW being higher than the pre-installation kW as listed in the cut sheets. Table 18 shows the average post-installation kW of a sample of fixtures. The post-installation sample size was determined based on 80% confidence and 20% accuracy levels. Lighting burn hours used in the energy calculations for each fixture are based on the agreed-upon hours of operation in Appendix 6 of the performance contract. Lighting calculations can be found Appendix 5.2.

Table 18 – Exterior Lighting Measurements

Fixture Code	Average Measured Wattage	Expected Wattages
LED100-POWR	97.6	100.0
LED105-STRT	105.0	105.0
LED13-PAR38	13.0	13.0
LED144-FLOOD	142.5	144.0
LED145-STRT	149.7	145.0
LED200-FLOOD	222.0	200.0
LED36-CNPY	36.0	36.0
LED36-FLOOD	36.0	36.0
LED36-WALL	36.0	36.0
LED40-POWR	42.6	40.0
LED54-TUBE	55.4	54.0
LED55-STRT	55.4	55.0
LED70-POWR	70.8	70.0
LED72-WALL	74.8	72.0
LED75-CNPY	83.1	75.0
LED75-FLOOD	67.2	75.0
LED95-FLOOD	83.6	95.0

Figure 6 through Figure 8 shows various LED light fixtures installed as a part of the Exterior Lighting Upgrade FIM scope of work.



Figure 6 – Exterior Wall Pack



Figure 7 – Exterior Pole Light



Figure 8 – Exterior LED Flood Light

4.2.3 Automatic Meter Reading

The City of Monterey Park had previously installed a Metron AMR System on a select group of meters throughout the city. This FIM involved replacing the remaining non-AMR meters with Spectrum water meters and Innov8 registers. Siemens installed 10,745 Spectrum water meters (up to 2 inches in size) and Innov8 registers. Savings from this FIM are realized through operational savings from the automatic meter reading and the increased billable water resulting from improved water meter accuracy. Total increased billable water from this FIM totals \$385,472, which exceeds the guaranteed savings of \$338,243 by \$47,229 as shown in Table 19.

Table 19 - Automatic Meter Reading Savings

Facility Improvement Measure	Billable Water Usage Increase [1] (100 Cu Ft)	Realized Cost Savings (\$)	Guaranteed Cost Savings (\$)	Excess/ (Shortfall) in Savings (\$)
Automatic Meter Reading	185,441	\$385,472	\$338,243	\$47,229

Savings are verified by performing annual accuracy testing on a sampling of water meters. To select meters for testing, Siemens requested the water meter database from the City of Monterey Park. Siemens sorted the meters by cumulative flow and randomly selected meters so that the sample represented the entire meter population with meters in the low, intermediate, and high cumulative flow levels. The number of meters tested was determined according to Table 4.2b of the performance contract as seen in Table 20 below. For Annual Period 1, Siemens tested 11 meters.

Table 20 – Water Meter Sample Size by Performance Year

Residential Annual M&V Test Sample Size				
Year	5/8" and/or 3/4" Meters Quantity to Be Tested	1.5" Meters Quantity To Be Tested	2" Meters Quantity To Be Tested	Totals
1	2	6	3	11
2	2	6	3	11
3	2	6	3	11
4	2	6	3	11
5	2	6	3	11
6	2	7	4	13
7	2	8	5	15
8	2	9	6	17
9	3	10	6	19
10	4	11	7	22
11	5	12	8	23
12	4	13	8	25
13	4	14	9	27
14	4	15	10	29
15	5	16	10	31

Table 21 shows the meters selected for testing and the resulting tested accuracies.

Table 21 – Round 1 testing results

Account #	Address	Serial Number	Meter Size	Reading (kgal)	Tested Accuracy
1108891-01	1953 Wilcox	886108	0.625"	118,776	100.3%
101069-01	419 N Chandler	834080	0.625"	437,949	99.7%
500153-02	111 Marguerita	844365	2"	-	0.0%
1406221-01	1720 Sunrise	828146	1.5"	14,283	99.9%
1000392-01	1890 Fulton	841237	1.5"	17,625	99.2%
604543-01	333 S Russell	844416	2"	253,201	99.2%
107702-01	417-19 Baltimore	7012726	2"	-	0.0%
01007394-01	610 Taylor	7039220	1.5"	56,112	99.3%
105382-02	210 S McPherrin	834204	1.5"	282,095	99.2%
406056-01	317-25 S Ynez	879513	1.5"	145,311	0.0%
1007394-01	610 Taylor	7039220	1.5"	56,112	99.3%

Three of the tested water meters registered no flow during the testing process. As a result, no accuracy could be determined. Neither Siemens nor the testing lab could determine whether the register or meter caused the zero reads. However, because no accuracy could be determined, Siemens performed a second round of water meter testing. Siemens pulled an additional three meters for testing, and all three meters passed the accuracy requirements as seen by the highlighted lines in Table 22.

Table 22 – Final Testing Results

Account #	Address	Serial Number	Meter Size	Reading (kgal)	Tested Accuracy
1108891-01	1953 Wilcox	886108	0.625"	118,776	100.3%
101069-01	419 N Chandler	834080	0.625"	437,949	99.7%
00701995-01	503 S Orange	900757	2"	329,789	100.2%
1406221-01	1720 Sunrise	828146	1.5"	14,283	99.9%
1000392-01	1890 Fulton	841237	1.5"	17,625	99.2%
604543-01	333 S Russell	844416	2"	253,201	99.2%
00707370-01	650 Grandridge	842980	2"	650,347	99.2%
01007394-01	610 Taylor	7039220	1.5"	56,112	99.3%
105382-02	210 S McPherrin	834204	1.5"	282,095	99.2%
00204361-02	231 N Alhambra	834158	1.5"	260,026	99.3%
1007394-01	610 Taylor	7039220	1.5"	56,112	99.3%

In order to perform the revenue calculations for increased billable savings, Siemens averaged the tested accuracies for each meter size. As seen in Table 23, the average accuracy exceeded the expected accuracy for each meter group.

Table 23 – Average Tested Accuracies

Meter Size	Expected Meter Accuracy	Average Measured Meter Accuracy
5/8" & 3/4"	98.50%	99.50%
1.5"	98.50%	99.51%
2"	98.50%	99.48%

These average accuracies were then used in the revenue calculations to determine the total increased billable water. These calculations are show in Table 24.

Table 24 - Water Meter Revenue Calculations

Year 1 - Annual Revenue Calculations								
Item	Description	Existing Consumption at 100% Accuracy (100 Cu Ft)	Existing Meter Accuracy %	Existing Consumption (100 Cu Ft)	New Meter Accuracy %	Consumption Billed with New Meters (100 Cu Ft)	Annual Consumption Increase (100 Cu Ft)	Annual Consumption Increase (\$)
1	5/8" & 3/4" Meters Tier 1	501,596	95.90%	481,031	99.50%	499,088	18,057	\$ 30,339.26
2	5/8" & 3/4" Meters Tier 2	499,774	95.90%	479,283	99.50%	497,275	17,992	\$ 39,125.99
5	1.5" Meters Tier 1	109,183	86.20%	94,116	99.51%	108,646	14,530	\$ 24,413.38
6	1.5" Meters Tier 2	567,173	86.20%	488,903	99.51%	564,384	75,481	\$ 164,145.31
7	2" Meters Tier 1	37,064	90.30%	33,469	99.48%	36,873	3,404	\$ 5,718.78
8	2" Meters Tier 2	609,544	90.30%	550,418	99.48%	606,394	55,976	\$ 121,729.15
TOTAL		2,324,334		2,127,220		2,312,661	185,441	\$ 385,472

4.4 Option E – Energy Savings

Realized Option E savings for Annual Period 1 are \$28,497, which meets the guaranteed savings of \$28,497. Option E FIMs consist of HVAC Unit Replacements and Building Automation System. The Option E savings are summarized in Table 25.

Table 25 - Option E Realized Savings For Current Annual Period

Facility Improvement Measure	Electric Energy Savings (kWh/yr)	Electric Demand Savings (kW/yr)	Realized Cost Savings (\$)	Guaranteed Cost Savings (\$)	Excess/ (Shortfall) in Savings (\$)
HVAC Unit Replacements	256,379	449	\$25,967	\$25,967	\$0
Building Automation System	36,268	0	\$2,530	\$2,530	\$0
Total	292,648	449	\$28,497	\$28,497	\$0

4.4.1 HVAC Unit Replacements

The HVAC Unit Replacements FIM consisted of Siemens installing 28 new packaged rooftop units at the City Hall & Police Station, 13 new units at Langley Community Center, and 2 new units at the Sierra Vista Building. Savings were calculated using the manufacturers' published efficiency ratings (EER/SEER). These savings were stipulated and are considered satisfied upon project acceptance. Total energy savings for the HVAC Unit Replacement FIM equals \$25,967, which meets the guaranteed savings of \$25,967. The energy savings are summarized in Table 26.

Table 26 – HVAC Unit Replacements Saving Summary

Facility Improvement Measure	Electric Energy Savings (kWh/yr)	Electric Demand Savings (kW/yr)	Realized Cost Savings (\$)	Guaranteed Cost Savings (\$)	Excess/ (Shortfall) in Savings (\$)
HVAC Unit Replacements	256,379	449	\$25,967	\$25,967	\$0

4.4.2 Building Automation System

Under the Building Automation System FIM, Siemens installed a new Siemens DESIGO control system and integrated 29 roof top units from the City Hall/Police Department, 14 roof top units from Langley Community Center, and 2 roof top units from Sierra Vista Building. Savings were calculated using a bin analysis and were the result of reduced hours of operations. These savings were stipulated and are considered satisfied upon project acceptance. Total energy savings for the Building Automation FIM equals \$2,530, which meets the guaranteed savings of \$2,530. The energy savings are summarized in Table 27.

Table 27 – Building Automation System Savings Summary

Facility Improvement Measure	Electric Energy Savings (kWh/yr)	Electric Demand Savings (kW/yr)	Realized Cost Savings (\$)	Guaranteed Cost Savings (\$)	Excess/ (Shortfall) in Savings (\$)
Building Automation System	36,268	0	\$2,530	\$2,530	\$0

4.5 Operational Savings

In addition to energy savings, the performance contract provided operational savings benefits to the City of Monterey Park.

The lighting improvements provided an agreed-upon \$75,000 in operational savings. These savings accrue from avoiding the replacement costs of lamps and ballasts in a normal year due to newer stock. The Automatic Meter Read FIM provided an agreed-upon \$245,000 in operational savings. These savings accrue primarily from the reduced labor hours required for manual meter reads.

5. Appendix

5.1 Interior Lighting Calculations

Section 5.1 shows the lighting calculations used to determine the interior lighting savings.

Bldg	Detailed Area Description	Existing Fixture Code	Proposed Fixture Code	Proposed Fixture Qty	kWh pre	Annual kW pre	kWh post	Annual kW post
CITY HALL	OPEN MAIN LOBBY	F41ILL	LED18-TUBE	11	2,091	3.27	1,214	1.90
CITY HALL	OPEN MAIN LOBBY	F42ILL	LED36-TUBE	42	15,195	23.79	8,917	13.96
CITY HALL	OPEN MAIN LOBBY	CF14/1-SCRW	LED9-BULB	5	150	0.67	108	0.48
CITY HALL	OPEN MAIN LOBBY	CF14/1-SCRW	LED9-BULB	12	361	1.61	258	1.15
CITY HALL	OPEN MAIN LOBBY NEAR RESTROOMS	CF23/1-SCRW	LED13-PAR38	8	1,128	1.77	633	0.99
CITY HALL	OPEN MAIN LOBBY NEAR POLICE	CF23/1-SCRW	LED13-PAR38	13	1,833	2.87	1,028	1.61
CITY HALL	OPEN MAIN LOBBY NEAR POLICE	F44ILL	LED72-TUBE	3	2,060	3.23	1,529	2.39
CITY HALL	OPEN MAIN LOBBY NEAR POLICE	F42ILL	LED36-TUBE	1	362	0.57	212	0.33
CITY HALL	OPEN MAIN LOBBY DISPLAY CASE	F42ILL	LED36-TUBE	3	1,085	1.70	637	1.00
CITY HALL	OPEN MAIN LOBBY PLANNING COUNTER	F44ILL	LED72-TUBE	5	1,121	5.38	832	3.99
CITY HALL	162 CUSTODIAN	F42ILL	LED36-TUBE	2	118	1.13	69	0.66
CITY HALL	OVER SEATING	F42ILL	LED36-TUBE	18	1,160	10.20	681	5.98
CITY HALL	OVER SEATING	F41ILL	LED18-TUBE	6	203	1.79	118	1.04
CITY HALL	COUNCIL SPOTS	H90/1	LED13-PAR38	19	1,867	16.42	268	2.35
CITY HALL	BEHIND COUNCIL	F41ILL	LED18-TUBE	4	135	1.19	79	0.69
CITY HALL	WALKWAY AROUND SEATING	I65/1	LED13-PAR38	40	2,839	24.96	563	4.95
CITY HALL	166 BREAK ROOM	F42ILL	LED36-TUBE	5	322	2.83	189	1.66
CITY HALL	167 RESTROOM	F42ILL	LED36-TUBE	1	118	0.57	69	0.33
CITY HALL	165 LOCKED AUDIO VIDEO ROOM	F42ILL	LED36-TUBE	2	118	1.13	69	0.66
CITY HALL	LOUNGE 160	F44ILL	LED72-TUBE	10	1,223	10.75	907	7.98
CITY HALL	LOUNGE 160	F42ILL	LED36-TUBE	1	64	0.57	38	0.33
CITY HALL	LOUNGE 160	CF23/1-	LED13-	1	25	0.22		0.12

		SCRW	PAR38				14	
CITY HALL	LOUNGE CLOSET 169	F42EE	LED36-TUBE	1	72	0.69	35	0.33
CITY HALL	STAIRWELL 162	F42ILL	LED36-TUBE	2	724	1.13	425	0.66
CITY HALL	MENS 158	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	MENS 158	F44ILL	LED72-TUBE	1	224	1.08	166	0.80
CITY HALL	MENS 158	F32ILL	LED36-TUBE	1	92	0.44	69	0.33
CITY HALL	WOMENS 157	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	WOMENS 157	F44ILL	LED72-TUBE	1	224	1.08	166	0.80
CITY HALL	WOMENS 157	F32ILL	LED36-TUBE	1	92	0.44	69	0.33
CITY HALL	HUMAN RESOURCES 119 FRONT DESK	F44ILL	LED72-TUBE	4	897	4.30	665	3.19
CITY HALL	HUMAN RESOURCES 119 OPEN	F42ILL	LED36-TUBE	25	2,953	14.16	1,733	8.31
CITY HALL	HUMAN RESOURCES 119 OPEN	F42ILL	LED36-TUBE	1	118	0.57	69	0.33
CITY HALL	HUMAN RESOURCES 119 OPEN	FU2ILL	LED36-TUBE	1	118	0.57	69	0.33
CITY HALL	OFFICE 108	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 108	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 107	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 107	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	FILE STORAGE 106	F42ILL	LED36-TUBE	4	236	2.27	139	1.33
CITY HALL	OFFICE 105	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 105	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 104	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 104	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	COMMUNITY ROOM 106	F42ILL	LED36-TUBE	14	1,654	7.93	970	4.65
CITY HALL	COMMUNITY ROOM 106	FU2ILL	LED36-TUBE	4	472	2.27	277	1.33
CITY HALL	COMMUNITY ROOM RESTROOM	F42ILL	LED36-TUBE	1	118	0.57	69	0.33
CITY HALL	COMMUNITY ROOM SERVER CLOSET	F42ILL	LED36-TUBE	1	59	0.57	35	0.33
CITY HALL	OFFICE 109	F42ILL	LED36-TUBE	6	709	3.40	416	1.99
CITY HALL	OFFICE 114	F42ILL	LED36-	2		1.13		0.66

			TUBE		236		139	
CITY HALL	OFFICE 114	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	CLOSET 115	F42ILL	LED36-TUBE	1	59	0.57	35	0.33
CITY HALL	OFFICE 116	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 116	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 117	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 117	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 118	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 118	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	POLICE RECORDS	F42ILL	LED36-TUBE	25	2,953	14.16	1,733	8.31
CITY HALL	POLICE NOOK	F42ILL	LED36-TUBE	1	59	0.57	35	0.33
CITY HALL	OFFICE 120	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 121	F42ILL	LED36-TUBE	3	354	1.70	208	1.00
CITY HALL	COPY 123	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	FILE STORAGE 124	F42ILL	LED36-TUBE	2	118	1.13	69	0.66
CITY HALL	COMMUNICATIONS 125	F42EE	LED36-TUBE	13	1,874	8.99	901	4.32
CITY HALL	COMMUNICATIONS 125 BREAK ROOM	F42ILL	LED36-TUBE	2	129	1.13	76	0.66
CITY HALL	COMMUNICATIONS 125 REST ROOM	F42ILL	LED36-TUBE	1	118	0.57	69	0.33
CITY HALL	OFFICE 130	F42ILL	LED36-TUBE	4	472	2.27	277	1.33
CITY HALL	OFFICE 130 CLOSET	F42ILL	LED36-TUBE	1	59	0.57	35	0.33
CITY HALL	HALLWAY 136 135	F42ILL	LED36-TUBE	8	945	4.53	555	2.66
CITY HALL	OFFICE 132	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 132	FU2ILL	LED36-TUBE	4	472	2.27	277	1.33
CITY HALL	OFFICE 134	F42ILL	LED36-TUBE	4	472	2.27	277	1.33
CITY HALL	OFFICE 134	FU2ILL	LED36-TUBE	8	945	4.53	555	2.66
CITY HALL	STAIRWELL 136	F42ILL	LED36-TUBE	3	1,085	1.70	637	1.00
CITY HALL	MENS RESTROOM 139	F42ILL	LED36-TUBE	3	354	1.70	208	1.00
CITY HALL	STORAGE CLOSET 138	F42EE	LED36-	1	72	0.69		0.33

			TUBE				35	
CITY HALL	WOMENS RESTROOM 137	F42ILL	LED36-TUBE	3	354	1.70	208	1.00
CITY HALL	ENGINEERING OPEN 153	F42ILL	LED36-TUBE	53	6,260	30.02	3,674	17.62
CITY HALL	PLAN STORAGE 144	F42ILL	LED36-TUBE	3	177	1.70	104	1.00
CITY HALL	OFFICE 140	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 140	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 141	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 141	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 142	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 142	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 143	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 143	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 144	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 146	F42ILL	LED36-TUBE	4	472	2.27	277	1.33
CITY HALL	OFFICE 147	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE 148	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	KITCHEN	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	PLAN STORAGE 147	F42ILL	LED36-TUBE	4	236	2.27	139	1.33
CITY HALL	FIELD EQUIPMENT ROOM	F42ILL	LED36-TUBE	1	59	0.57	35	0.33
CITY HALL	OFFICE 150	F42ILL	LED36-TUBE	4	472	2.27	277	1.33
CITY HALL	CONFERENCE 151	F42ILL	LED36-TUBE	6	709	3.40	416	1.99
CITY HALL	CITY CLERK 154	F42ILL	LED36-TUBE	8	945	4.53	555	2.66
CITY HALL	VAULT 149	F42ILL	LED36-TUBE	3	177	1.70	104	1.00
CITY HALL	ELEVATOR	F32EE	LED20-TUBE	2	1,156	1.27	526	0.58
CITY HALL	ELEVATOR LOBBY	F42ILL	LED36-TUBE	3	506	1.70	297	1.00
CITY HALL	HALLWAY	F42ILL	LED36-TUBE	5	844	2.83	495	1.66
CITY HALL	MAINTENANCE 265	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	WOMENS RESTROOM	F42ILL	LED36-	3		1.70		1.00

	264		TUBE		354		208	
CITY HALL	MENS RESTROOM 263	F42ILL	LED36-TUBE	3	354	1.70	208	1.00
CITY HALL	LOUNGE	F42ILL	LED36-TUBE	3	354	1.70	208	1.00
CITY HALL	STORAGE CLOSET	F42ILL	LED36-TUBE	1	59	0.57	35	0.33
CITY HALL	OPEN OFFICE	F42ILL	LED36-TUBE	20	2,362	11.33	1,386	6.65
CITY HALL	SERVER ROOM	F42ILL	LED36-TUBE	4	236	2.27	139	1.33
CITY HALL	FILE ROOM	F44ILL	LED72-TUBE	2	224	2.15	166	1.60
CITY HALL	COPY / PRINTER ROOM	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	COPY / PRINTER ROOM	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE HALL	F42ILL	LED36-TUBE	4	472	2.27	277	1.33
CITY HALL	OFFICE 257	F42ILL	LED36-TUBE	4	472	2.27	277	1.33
CITY HALL	OFFICE	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	WORKROOM	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE	F42ILL	LED36-TUBE	6	709	3.40	416	1.99
CITY HALL	OPEN OFFICE	F42ILL	LED36-TUBE	18	2,126	10.20	1,248	5.98
CITY HALL	CONFERENCE	F42ILL	LED36-TUBE	8	945	4.53	555	2.66
CITY HALL	OFFICE	F42ILL	LED36-TUBE	4	472	2.27	277	1.33
CITY HALL	OFFICE	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE	F42ILL	LED36-TUBE	4	472	2.27	277	1.33
CITY HALL	OFFICE	F42ILL	LED36-TUBE	4	472	2.27	277	1.33
CITY HALL	OFFICE	F42ILL	LED36-TUBE	4	472	2.27	277	1.33
CITY HALL	OFFICE HALL	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	CONFERENCE	F42ILL	LED36-	4		2.27		1.33

			TUBE		472		277	
CITY HALL	OFFICE	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	POLICE ADMIN (CHEIFS OFFICE)	F42ILL	LED36-TUBE	8	945	4.53	555	2.66
CITY HALL	CHEIFS OFFICE	F42ILL	LED36-TUBE	4	472	2.27	277	1.33
CITY HALL	POLICE ADMIN OPEN	F42ILL	LED36-TUBE	13	1,536	7.36	901	4.32
CITY HALL	OFFICE	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	WEST STAIR	F42ILL	LED36-TUBE	3	1,085	1.70	637	1.00
CITY HALL	ROOF ACCESS STAIR	F42ILL	LED36-TUBE	3	1,085	1.70	637	1.00
CITY HALL	OFFICE HALL	F42ILL	LED36-TUBE	5	591	2.83	347	1.66
CITY HALL	OFFICE HALL	FU2ILL	LED36-TUBE	1	118	0.57	69	0.33
CITY HALL	SALLY PORT	F42ILL	LED36-TUBE	3	354	1.70	208	1.00
CITY HALL	TRAFFIC	F42ILL	LED36-TUBE	6	709	3.40	416	1.99
CITY HALL	EVIDENCE 245	F42ILL	LED36-TUBE	12	1,417	6.80	832	3.99
CITY HALL	INTERVIEW ROOM	F42ILL	LED36-TUBE	1	118	0.57	69	0.33
CITY HALL	OPEN OFFICE	F42ILL	LED36-TUBE	13	1,536	7.36	901	4.32
CITY HALL	OPEN OFFICE	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	OFFICE	FU2ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	INTERVIEW 1	F44ILL	LED72-TUBE	1	224	1.08	166	0.80
CITY HALL	INTERVIEW 2	F44ILL	LED72-TUBE	1	224	1.08	166	0.80
CITY HALL	CELL HALL	F42ILL	LED36-TUBE	8	4,135	4.53	2,427	2.66
CITY HALL	VISITING	F42ILL	LED36-TUBE	1	84	0.57	50	0.33
CITY HALL	CELL 279 278 HALL	F42ILL	LED36-TUBE	5	1,938	2.83	1,137	1.66
CITY HALL	CELL 279	F43ILL	LED54-	1		0.84		0.52

			TUBE		572		355	
CITY HALL	CELL 278	F43ILL	LED54-TUBE	1	572	0.84	355	0.52
CITY HALL	CELL 276 277 HALL	F42ILL	LED36-TUBE	5	1,938	2.83	1,137	1.66
CITY HALL	CELL 276	F43ILL	LED54-TUBE	1	572	0.84	355	0.52
CITY HALL	CELL 277	F43ILL	LED54-TUBE	1	572	0.84	355	0.52
CITY HALL	BOOKING AREA	F42ILL	LED36-TUBE	9	3,489	5.10	2,047	2.99
CITY HALL	SHOWER	F42ILL	LED36-TUBE	1	388	0.57	227	0.33
CITY HALL	MUGSHOTS	F42ILL	LED36-TUBE	1	388	0.57	227	0.33
CITY HALL	MUGSHOTS	CF14/1- SCRW	LED9-BULB	1	92	0.13	66	0.10
CITY HALL	SALLYPORT	F44ILL	LED72-TUBE	4	3,924	4.30	2,912	3.19
CITY HALL	CELL 290 291 292 293 HALL	F42ILL	LED36-TUBE	5	1,938	2.83	1,137	1.66
CITY HALL	CELL 290	F43ILL	LED54-TUBE	1	572	0.84	355	0.52
CITY HALL	CELL 291	F43ILL	LED54-TUBE	1	572	0.84	355	0.52
CITY HALL	CELL 292	F43ILL	LED54-TUBE	1	572	0.84	355	0.52
CITY HALL	CELL 293	F43ILL	LED54-TUBE	1	572	0.84	355	0.52
CITY HALL	KITCHEN	F42ILL	LED36-TUBE	3	354	1.70	208	1.00
CITY HALL	DAY ROOM	F42ILL	LED36-TUBE	2	775	1.13	455	0.66
CITY HALL	INTOX 2	F42ILL	LED36-TUBE	1	388	0.57	227	0.33
CITY HALL	INTOX 1	F42ILL	LED36-TUBE	3	1,163	1.70	682	1.00
CITY HALL	OFFICERS OFFICE	F44ILL	LED72-TUBE	1	320	1.08	238	0.80
CITY HALL	HALLWAY	F42ILL	LED36-TUBE	13	2,194	7.36	1,287	4.32
CITY HALL	HALLWAY	F42ILL	LED36-TUBE	2	337	1.13	198	0.66
CITY HALL	HALLWAY	CF23/1- SCRW	LED13- PAR38	2	132	0.44	74	0.25
CITY HALL	LOUNGE	F42ILL	LED36-TUBE	6	387	3.40	227	1.99
CITY HALL	LOUNGE	FU2ILL	LED36-TUBE	3	193	1.70	113	1.00
CITY HALL	VIDEO EVIDENCE	F42ILL	LED36-TUBE	3	354	1.70	208	1.00
CITY HALL	BREIFING	F42ILL	LED36-TUBE	8	945	4.53	555	2.66
CITY HALL	SPECIAL RESPONSE	F42ILL	LED36-	2		1.13		0.66

	TEAM LOCKED		TUBE		118		69	
CITY HALL	ARMORY LOCKED	F42ILL	LED36-TUBE	2	118	1.13	69	0.66
CITY HALL	PATROL	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	SLEEPING ROOM	F42ILL	LED36-TUBE	6	354	3.40	208	1.99
CITY HALL	EXERCISE ROOM	F42ILL	LED36-TUBE	6	354	3.40	208	1.99
CITY HALL	MENS LOCKER ROOM	F42ILL	LED36-TUBE	12	1,417	6.80	832	3.99
CITY HALL	MENS LOCKER ROOM SHOWERS	F42ILL	LED36-TUBE	4	472	2.27	277	1.33
CITY HALL	MENS LOCKER ROOM TOILETS	F42ILL	LED36-TUBE	4	472	2.27	277	1.33
CITY HALL	WOMENS LOCKER ROOM	F42ILL	LED36-TUBE	8	945	4.53	555	2.66
CITY HALL	WOMENS LOCKER ROOM SHOWERS	F42ILL	LED36-TUBE	3	354	1.70	208	1.00
CITY HALL	WOMENS LOCKER ROOM SHOWERS	F32ILL	LED36-TUBE	1	92	0.44	69	0.33
CITY HALL	ELEVATOR HALL	F42ILL	LED36-TUBE	17	2,869	9.63	1,683	5.65
CITY HALL	STAIRWELL	F42ILL	LED36-TUBE	3	1,551	1.70	910	1.00
CITY HALL	FREIGHT ELEVATOR	F42ILL	LED36-TUBE	1	517	0.57	303	0.33
CITY HALL	CENTRAL SUPPLY 37	F44ILL	LED72-TUBE	7	785	7.53	582	5.58
CITY HALL	ELEVATOR EQUIPMENT ROOM	F42EE	LED36-TUBE	1	144	0.69	69	0.33
CITY HALL	PISTOL RANGE	FU2ILL	LED36-TUBE	4	344	2.27	202	1.33
CITY HALL	CENTRAL RECORDS 25	F42ILL	LED36-TUBE	12	709	6.80	416	3.99
CITY HALL	CONTROL ROOM	F42ILL	LED36-TUBE	10	1,181	5.66	693	3.32
CITY HALL	CONTROL ROOM OFFICE	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	POLICE EMERGENCY PREPAREDNESS	F42ILL	LED36-TUBE	12	1,417	6.80	832	3.99
CITY HALL	COPY	F42ILL	LED36-TUBE	4	472	2.27	277	1.33
CITY HALL	ELEVATOR EQUIPMENT ROOM	F42EE	LED36-TUBE	1	144	0.69	69	0.33
CITY HALL	BUILDING MAINTENANCE	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	STAIRWELL	F42ILL	LED36-TUBE	4	2,067	2.27	1,213	1.33
CITY HALL	ELECTRICAL EQUIPMENT	F42ILL	LED36-TUBE	2	236	1.13	139	0.66
CITY HALL	TELEPHONE EQUIPMENT	F42ILL	LED36-TUBE	5	591	2.83	347	1.66
CITY HALL	TELEPHONE EQUIPMENT	F32ILL	LED36-	2		0.88		0.66

			TUBE		184		139	
CITY HALL	WOMENS RESTROOM	CF14/2- SCRW	LED9-BULB	1	56	0.27	20	0.10
CITY HALL	MENS RESTROOM	CF14/2- SCRW	LED9-BULB	1	56	0.27	20	0.10
CITY HALL	MECHANICAL ROOM	F42ILL	LED36- TUBE	6	709	3.40	416	1.99
CITY HALL	REPRODUCTION	F42ILL	LED36- TUBE	7	827	3.96	485	2.33
CITY HALL	REPRODUCTION CLOSET	F42ILL	LED36- TUBE	1	59	0.57	35	0.33
CITY HALL	MAIL ROOM	F42ILL	LED36- TUBE	3	354	1.70	208	1.00
CITY HALL	POLICE DEPARTMENT OPEN	F42ILL	LED36- TUBE	10	1,181	5.66	693	3.32
CITY HALL	POLICE DEPARTMENT STORAGE	F42ILL	LED36- TUBE	2	236	1.13	139	0.66
CITY HALL	POLICE DEPARTMENT BREAK	F42ILL	LED36- TUBE	2	236	1.13	139	0.66
CITY HALL	POLICE DEPARTMENT OFFICE	F42ILL	LED36- TUBE	3	354	1.70	208	1.00
CITY HALL	POLICE DEPARTMENT OFFICE	F42ILL	LED36- TUBE	4	472	2.27	277	1.33
CITY HALL	POLICE DEPARTMENT OFFICE	F42ILL	LED36- TUBE	2	236	1.13	139	0.66
CITY HALL	POLICE DEPARTMENT OFFICE	F42ILL	LED36- TUBE	2	236	1.13	139	0.66
CITY HALL	POLICE DEPARTMENT OFFICE	F42ILL	LED36- TUBE	2	236	1.13	139	0.66
CITY HALL	POLICE DEPARTMENT CONFERENCE	F42ILL	LED36- TUBE	3	354	1.70	208	1.00
CITY HALL	GENERATOR ROOM UNDER POLICE RAMP	F42EE	LED36- TUBE	4	577	2.76	277	1.33
CITY HALL	LOCKED EVIDENCE UNDER RAMP	F42EE	LED36- TUBE	8	577	5.53	277	2.66
FIRE STATION	MAIN LOBBY	F44ILL	LED72- TUBE	4	897	4.30	665	3.19
FIRE STATION	MAIN LOBBY	F42ILL	LED36- TUBE	2	236	1.13	139	0.66
FIRE STATION	CAPTAINS OFFICE 11	F42ILL	LED36- TUBE	8	945	4.53	555	2.66
FIRE STATION	BC OFFICE 14	F44ILL	LED72- TUBE	2	448	2.15	333	1.60
FIRE STATION	BEDROOM 15	CF14/1- SCRW	LED36- CNPY	3	258	0.40	662	1.04
FIRE STATION	MENS RESTROOM 13	F42ILL	LED36- TUBE	1	362	0.57	212	0.33
FIRE STATION	MENS RESTROOM 13	F32ILL	LED36- TUBE	1	282	0.44	212	0.33
FIRE STATION	MENS RESTROOM 13	CF14/2- SCRW	LED9-BULB	1	172	0.27	61	0.10
FIRE STATION	CAPTANS QUARTERS 7	CF14/2- SCRW	LED9-BULB	2	343	0.54	123	0.19
FIRE	CAPTANS QUARTERS 7	CF14/1-	LED36-	2		0.27		0.69

STATION		SCRW	CNPY		245		631	
FIRE STATION	STAIR HALL 8	CF23/1-SCRW	LED13-PAR38	3	604	0.66	339	0.37
FIRE STATION	LOBBY RESTROOM	F42ILL	LED36-TUBE	1	118	0.57	69	0.33
FIRE STATION	LOBBY RESTROOM	CF23/1-SCRW	LED13-PAR38	1	46	0.22	26	0.12
FIRE STATION	FIRE CHIEF	F44ILL	LED72-TUBE	3	2,060	3.23	1,529	2.39
FIRE STATION	FIRE CHIEF	F42ILL	LED36-TUBE	2	724	1.13	425	0.66
FIRE STATION	ELECTRICAL EQUIPMENT	CF14/2-SCRW	LED9-BULB	1	172	0.27	61	0.10
FIRE STATION	APARATUS BAYS	F43ILL	LED54-TUBE	17	9,069	14.20	5,629	8.81
FIRE STATION	APARATUS BAYS	F42ILL	LED36-TUBE	3	1,085	1.70	637	1.00
FIRE STATION	APARATUS BAYS	F32ILL	LED36-TUBE	1	403	0.44	303	0.33
FIRE STATION	EQUIPMENT ROOM	F42ILL	LED36-TUBE	9	3,256	5.10	1,911	2.99
FIRE STATION	WORKBENCH	F44ILL	LED72-TUBE	2	1,374	2.15	1,019	1.60
FIRE STATION	CUSTODIAN	CF14/2-SCRW	LED9-BULB	1	172	0.27	61	0.10
FIRE STATION	RESTROOM	CF14/2-SCRW	LED9-BULB	1	56	0.27	20	0.10
FIRE STATION	GARAGE	F42ILL	LED36-TUBE	4	1,447	2.27	849	1.33
FIRE STATION	STAIRWELL	F42ILL	LED36-TUBE	1	517	0.57	303	0.33
FIRE STATION	LOUNGE TV ROOM	F44ILL	LED72-TUBE	3	2,060	3.23	1,529	2.39
FIRE STATION	LOUNGE TV ROOM	F42ILL	LED36-TUBE	3	1,085	1.70	637	1.00
FIRE STATION	LOUNGE TV ROOM	CF23/1-SCRW	LED13-PAR38	2	282	0.44	158	0.25
FIRE STATION	BED ROOM HALL	CF23/1-SCRW	LED13-PAR38	3	423	0.66	237	0.37
FIRE STATION	KITCHEN	F44ILL	LED72-TUBE	4	2,747	4.30	2,038	3.19
FIRE STATION	KITCHEN	CF23/1-SCRW	LED13-PAR38	5	705	1.10	396	0.62
FIRE STATION	CUSTODIAN	F42ILL	LED36-TUBE	1	362	0.57	212	0.33
FIRE STATION	WATER HEATER CLOSET	CF23/1-SCRW	LED13-PAR38	1	66	0.22	37	0.12
FIRE STATION	DORMITORY 41	CF14/1-SCRW	LED36-CNPY	11	1,349	1.48	3,469	3.80
FIRE STATION	DORMITORY 41	CF14/1-SCRW	LED36-CNPY	11	1,349	1.48	3,469	3.80
FIRE STATION	MENS RESTROOM	F42ILL	LED36-TUBE	2	724	1.13	425	0.66
FIRE	MENS RESTROOM	F21SS	LED10-	1		0.24		0.10

STATION			TUBE		153		61	
FIRE STATION	DORMITORY 42	CF14/2-SCRW	LED9-BULB	2	343	0.54	123	0.19
FIRE STATION	DORMITORY 38	F42ILL	LED36-TUBE	3	1,085	1.70	637	1.00
FIRE STATION	LOCKER ROOM	F42ILL	LED36-TUBE	10	3,618	5.66	2,123	3.32
FIRE STATION	LOCKER ROOM	CF23/1-SCRW	LED13-PAR38	4	564	0.88	316	0.50
				1,178	197,472	671	123,275	392.00

5.2 Exterior Lighting Calculations

Section 5.2 shows the lighting calculations used to determine the exterior lighting savings.

Bldg	Detailed Area Description	Existing Fixture Code	Proposed Fixture Code	Proposed Fixture Qty	Kwh Pre	kWh Post
BARNES MEMORIAL PARK	WALKWAYS AROUND BARNES MEMORIAL PARK	HPS100/1	LED40-POWR	38	19,834	6,499
BARNES MEMORIAL PARK	PICNIC TABLES CANOPY	HPS50/1	LED36-CNPY	11	2,915	1,590
BARNES MEMORIAL PARK	PICNIC TABLES CANOPY	HPS70/1	LED36-WALL	2	763	289
BARNES MEMORIAL PARK	TENNIS COURT	MH400/1	LED200-FLOOD	15	10,030	4,862
BARNES MEMORIAL PARK	TENNIS COURT	I200/1	LED95-FLOOD	4	1,168	488
LANGLEY COMMUNITY CENTER	LANGLEY PARKING LOT	HPS250/1	LED95-FLOOD	6	7,107	2,014
LANGLEY COMMUNITY CENTER	LANGLEY PARKING LOT	HPS100/1	LED75-FLOOD	6	3,132	1,619
LANGLEY COMMUNITY CENTER	LANGLEY ATTACHED	HPS70/1	LED36-WALL	8	3,051	1,156
LANGLEY COMMUNITY CENTER	LANGLEY ATTACHED	HPS100/1	LED36-WALL	2	1,044	289
LANGLEY COMMUNITY CENTER	LANGLEY PARK	CMH320 /1-SCWA	LED144-FLOOD	2	2,971	1,145
LANGLEY COMMUNITY CENTER	LANGLEY PARK	HPS250/1	LED95-FLOOD	2	2,369	671
SIERRA VISTA PARK	SIERRA VISTA PARK	HPS150/1	LED95-FLOOD	17	12,832	5,706
SIERRA VISTA PARK	SIERRA VISTA BASKETBALL	MH400/1	LED200-FLOOD	4	7,355	3,565
GARVEY RANCH	PARK WALKWAYS	HPS200/1	LED105-STRT	3		

PARK					3,011	1,265
GARVEY RANCH PARK	PARK WALKWAYS	HPS250/1	LED145-STRT	1	1,184	601
GARVEY RANCH PARK	PARK WALKWAYS	HPS100/1	LED55-STRT	3	1,566	667
GARVEY RANCH PARK	SNACK STAND	HPS150/1	LED72-WALL	4	3,019	1,201
GARVEY RANCH PARK	POLES NEAR PARKING	HPS150/1	LED70-POWR	4	3,019	1,137
GARVEY RANCH PARK	POLES NEAR PARKING	HPS250/1	LED144-FLOOD	8	9,475	4,578
GARVEY RANCH PARK	EXTERIOR RESTROOM ATTACHED	HPS50/1	LED36-CNPY	5	1,325	723
GARVEY RANCH PARK	POLES NEAR PLAYGROUND	HPS150/1	LED70-POWR	3	2,264	853
CORPORATION YARD	PARK MAINTENANCE EXTERIOR ATTACHED	MH400/1	LED144-FLOOD	2	3,678	801
CORPORATION YARD	PARK MAINTENANCE EXTERIOR ATTACHED	HPS50/1	LED36-CNPY	1	265	145
CORPORATION YARD	SUPPLY SHED EXTERIOR ATTACHED	MH400/1	LED144-FLOOD	3	5,517	1,202
CORPORATION YARD	ABOVE FULL PUMP SHED	MH400/1	LED144-FLOOD	1	1,839	401
CORPORATION YARD	MAINTAINANCE SHOPS EXTERIOR ATTACHED	MH400/1	LED144-FLOOD	2	3,678	801
CORPORATION YARD	LEVEL 2 YARD	MH400/1	LED70-POWR	5	9,194	1,421
CORPORATION YARD	LEVEL 2A YARD	HPS200/1	LED105-STRT	2	2,008	843
CORPORATION YARD	WATER BUILDING EXTERIOR ATTACHED	MH400/1	LED144-FLOOD	1	1,839	401
CORPORATION YARD	WATER BUILDING EXTERIOR ATTACHED	HPS70/1	LED36-WALL	4	1,526	578
CORPORATION YARD	WATER BUILDING EXTERIOR ATTACHED	HPS50/1	LED36-CNPY	2	530	289
CORPORATION YARD	LEVEL 3 YARD	HPS200/1	LED105-STRT	1	1,004	422
CORPORATION YARD	LEVEL 3 YARD	HPS250/1	LED145-STRT	1	1,184	601
CORPORATION YARD	LEVEL 4 YARD	HPS200/1	LED105-STRT	1	1,004	422
CORPORATION YARD	LEVEL 5 YARD	HPS200/1	LED105-STRT	1	1,004	422
CORPORATION YARD	LEVEL 5 YARD	MH400/1	LED144-FLOOD	2	3,678	801
LA LOMA PARK	UPPER BASEBALL FIELD				-	-
LA LOMA PARK	LOWER BASEBALL FIELD				-	-
LA LOMA PARK	LOWER BASEBALL FIELD				-	-
LA LOMA PARK	LOWER BASEBALL FIELD				-	-

LA LOMA PARK	DRIVEWAYS				-	-
LA LOMA PARK	DRIVEWAYS				-	-
GEORGE ELDER PARK	PARKING LOT	HPS250/1	LED144-FLOOD	2	2,369	1,145
GEORGE ELDER PARK	WALKWAYS	HPS150/1	LED75-FLOOD	5	3,774	1,349
GEORGE ELDER PARK	PARK	HPS150/1	LED70-POWR	15	11,322	4,264
GEORGE ELDER PARK	PARK	HPS250/1	LED144-FLOOD	6	7,107	3,434
GEORGE ELDER PARK	TENNIS COURT	MH400/1	LED200-FLOOD	22	14,711	7,131
EDISON TRAILS PARK	PARK	HPS150/1	LED70-POWR	4	3,019	1,137
EDISON TRAILS PARK	RESTROOM EXTERIOR ATTACHED	HPS70/1	LED36-WALL	1	381	145
SONNY SLOPE PARK	PARK	HPS250/1	LED100-POWR	2	2,369	784
SONNY SLOPE PARK	RESTROOM EXTERIOR ATTACHED	HPS70/1	LED36-WALL	4	1,526	578
SONNY SLOPE PARK	TENNIS COURT	MH400/1	LED200-FLOOD	8	5,349	2,593
HIGHLAND PARK	TENNIS COURT	MH400/1	LED200-FLOOD	8	5,349	2,593
HIGHLAND PARK	PARKING LOT (SCHOOL)				-	-
SEQUOIA PARK	PARK	HPS250/1	LED100-POWR	8	9,475	3,135
SEQUOIA PARK	TENNIS COURT	MH400/1	LED200-FLOOD	8	5,349	2,593
SEQUOIA PARK	MECHANICAL BUILDING ATTACHED	HPS50/1	LED72-WALL	6	1,590	1,802
CASCADE PARK	TOP LEVEL FLAG POLE	MH400/1	LED144-FLOOD	1	1,839	572
CASCADE PARK	WALKWAYS / STAIRS	HPS70/1	LED40-POWR	26	9,917	4,447
CASCADE PARK	NEAR FOUNTAIN	MH400/1	LED144-FLOOD	2	3,678	1,145
CITY HALL	EXTERIOR MAIN ENTRY	H90/1	LED13-PAR38	7	2,529	365
CITY HALL	EXTERIOR PARKING GARAGE WALKWAY	F42EE	LED36-TUBE	16	10,092	5,046
CITY HALL	EXTERIOR PARKING GARAGE WALKWAY	F41ILL	LED18-TUBE	3	815	473
CITY HALL	EXTERIOR PARKING GARAGE ENTRY	F42EE	LED36-TUBE	4	2,523	1,261
CITY HALL	EXTERIOR PARKING GARAGE ENTRY	F41EE	LED18-TUBE	1	377	158
CITY HALL	EXTERIOR STREET SIDE ENTRY	F42EE	LED36-TUBE	9	5,676	2,838
CITY HALL	EXTERIOR STREET SIDE ENTRY	F41EE	LED18-TUBE	1	377	158

CITY HALL	EXTERIOR REAR EXIT NEAR DOOR 103	CFQ26/1	LED9-BULB	4	530	145
CITY HALL	EXTERIOR REAR EXIT NEAR DOOR 103	CF14/1-SCRW	LED9-BULB	3	169	108
CITY HALL	EXTERIOR REAR STAIRS	HPS150/1	LED75-FLOOD	2	1,510	540
CITY HALL	POLICE PARKING LOT	HPS150/1	LED95-FLOOD	5	3,774	1,678
CITY HALL	POLICE PARKING LOT	HPS150/1	LED95-FLOOD	10	7,548	3,357
CITY HALL	POLICE PARKING LOT	HPS150/1	LED72-WALL	5	3,774	1,501
CITY HALL	LOWER PUBLIC PARKING	HPS150/1	LED75-CNPY	24	18,116	8,008
CITY HALL	LOWER PUBLIC PARKING	HPS150/1	LED95-FLOOD	4	3,019	1,343
FIRE STATION	GAS PUMPS	F43ILL	LED54-TUBE	6	2,096	1,335
FIRE STATION	EXTERIOR ATTACHED	HPS150/1	LED75-FLOOD	2	1,510	540
FIRE STATION	EXTERIOR ATTACHED	MV75/1	LED13-PAR38	7	2,614	365
FIRE STATION	EXTERIOR ATTACHED	MV75/1	LED13-PAR38	4	1,494	209
FIRE STATION	EXTERIOR ATTACHED	MH70/1	LED36-FLOOD	2	763	289
CITY HALL	EXTERIOR POLE	HPS100/1	LED40-POWR	8	4,176	1,368
City Streets	EXTERIOR POLE	HPS250/1	LED100-POWR	84	99,492	32,917
LIBRARY	EXTERIOR POLE	HPS250/1	LED144-FLOOD	6	7,107	3,434
LIBRARY	EXTERIOR WALL	MH150/1	LED75-FLOOD	6	4,577	1,619
LIBRARY	EXTERIOR CEILING	CFQ26/1	LED9-BULB	6	626	217
LIBRARY	EXTERIOR WALL	MH150/1	LED75-FLOOD	3	2,289	809
LIBRARY	EXTERIOR WALL	MH70/1	LED36-FLOOD	11	4,196	1,590
LIBRARY	PARKING GARAGE	F42ILL	LED18-TUBE	32	3,983	2,313
LIBRARY	EXTERIOR POLE	MH175/1	LED70-POWR	4	3,453	1,137
LIBRARY	EXTERIOR WALL	CFQ26/1	LED9-BULB	2	209	72
				586	\$425,917	164,503

ATTACHMENT 2

Performance Contracting Agreement

**DELEGATION OF SIGNATURE AUTHORITY
SIEMENS INDUSTRY, INC.
BUILDING TECHNOLOGIES DIVISION**

I, **Matthias Rebellius**, on behalf of **Siemens Industry, Inc.**, for its **Building Technologies Division**, ("SII"), by virtue of the authority vested in me as **President** to sign or countersign and otherwise execute in the name, or on behalf of SII, any bids, projects, contracts, agreements and any certificates, affidavits or ancillary documents in connection therewith for and on behalf of SII, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on my behalf.

Name(s):

Dave Mangano
Dave Hopping
Dana Soukup

I further designate and acknowledge that the signature of the person delegated above, is binding upon SII in the above identified circumstances and shall have the same force and effect as would my signature.

Dated: June 1, 2013



Signature
Matthias Rebellius
President

**DELEGATION OF SIGNATURE AUTHORITY
SIEMENS INDUSTRY, INC.
BUILDING TECHNOLOGIES DIVISION**

I, **Mark Evans**, on behalf of **Siemens Industry, Inc.**, for its **Building Technologies Division**, ("SII"), by virtue of the authority vested in me as **Vice President Finance & Business Administration** to sign or countersign and otherwise execute in the name, or on behalf of SII, any bids, projects, contracts, agreements and any certificates, affidavits or ancillary documents in connection therewith for and on behalf of SII, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on my behalf.

Name(s):

Peter Kamps
David Galla
Karla Raynor

I further designate and acknowledge that the signature of the person delegated above, is binding upon SII in the above identified circumstances and shall have the same force and effect as would my signature.

Dated: June 1, 2013



Signature

Mark Evans

Vice President Finance & Business Administration

PERFORMANCE CONTRACTING AGREEMENT

between

City of Monterey Park

and

**Siemens Industry, Inc.,
Building Technologies Division**

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Number: SAP JOB NUMBER

Article 1 AGREEMENT

THIS **PERFORMANCE CONTRACTING AGREEMENT** ("Agreement") is made this 19th day of September, 2014, (the "Effective Contract Date", defined below), by and between Siemens Industry, Inc., Building Technologies Division ("SIEMENS") and the party identified below as the CLIENT.

The CLIENT: City of Monterey Park
320 West Newmark Ave.
Monterey Park, CA 91754-2818

DESIGNATED REPRESENTATIVE: Paul Talbot
PHONE: 626-307-1257 FAX:

Siemens Industry, Inc., Building Technologies Division
1000 Deerfield Parkway
Buffalo Grove, Illinois 60089

With offices at: 10775 Business Center Drive
Cypress, CA 90630

DESIGNATED REPRESENTATIVE: Andrew Beggs
PHONE: 847-215-1000 FAX:

For Work and Services in connection with the following project (the "Project"):

City of Monterey Park

The CLIENT considered performing the following FIMs but at this time, has determined to exclude them from the Scope of Work and Services, Exhibit A:

Replacement of street lighting to Attachments

This Agreement consists of this document, which includes the following articles and exhibits which are acknowledged by the CLIENT and SIEMENS and incorporated into the Agreement by this reference:

Articles

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work BY SIEMENS

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5. Work BY SIEMENS
 6. The CLIENT's Responsibilities
 7. Changes and Delays
 8. Compensation
 9. Acceptance
 10. Insurance and Allocation of Risk
 11. Hazardous Material Provisions
 12. Prevailing Wages.
 13. Self-Help and Malicious Codes
 14. Miscellaneous Provisions
 15. Maintenance Services Program
- Exhibits**
- | | |
|-----------|----------------------------|
| Exhibit A | Scope of Work and Services |
| Exhibit B | Payment Schedule(s) |
| Exhibit C | Performance Assurance |
| Exhibit D | Addendum No. 1 |

This Agreement, when executed by an authorized representative of the CLIENT and authorized representatives of SIEMENS, constitutes the entire, complete and exclusive agreement between the Parties relative to the project scope stated in Exhibit A. This Agreement supersedes all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral relative to the same, and may be modified only by a written instrument signed by both Parties.

COMPENSATION/TERMS OF PAYMENT:

As full consideration for the performance of the Work and Services set forth in Exhibit A, and for the Performance Assurance set forth in Exhibit C, the CLIENT shall pay SIEMENS in such manner and amounts as agreed to in Exhibit B.

Agreed for City of Monterey Park
(Signature) by: [Signature]
Print Name and Title: PAUL GABER, City Manager
(Signature) by: _____
Print Name and Title: _____

Agreed for Siemens Industry, Inc.
(Signature) by: [Signature] **PETER KAMPS**
Print Name and Title: VICE PRESIDENT
FINANCE & BUSINESS ADMINISTRATION
(Signature) by: [Signature]
Print Name and Title: David R. Mangano
Sr. Vice President
Field Operations

Approved as to form:

[Signature]
Kari H. Berger,
Assistant City Attorney

Approved By Legal

[Signature]
Helen Heifets

PERFORMANCE CONTRACTING AGREEMENT

Article 2

Glossary

The following terms shall for all purposes have the meanings stated herein, unless the context otherwise specifies or requires, or unless otherwise defined in the Agreement:

"Acceptance" means the CLIENT has signed, or is deemed to have signed, a Certificate of Substantial Completion.

"Acceptance Date" means the date on which the CLIENT signs or is deemed to have signed a Certificate of Substantial Completion.

"Annual Performance Assurance Report" means the document prepared by SIEMENS and submitted to the CLIENT as part of the Performance Assurance Service Program, which identifies the Savings achieved for the applicable Annual Period.

"Annual Period" means a twelve (12) month period beginning on the Guarantee Date or on any anniversary date thereof.

"Annual Realized Savings" means the actual Savings achieved by the CLIENT during an Annual Period, calculated as the sum of the Measured & Verified Savings plus the Stipulated Savings.

"Applicable Law" means laws, ordinances, codes, rules and regulations applicable to the Work and in effect on the Effective Contract Date.

"Baseline" means the measurements of Facility energy usage taken prior to the Effective Contract Date, and the Facility operating practices in effect prior to the Effective Contract Date, as set forth in the Performance Assurance, Exhibit C.

"Baseline Period" means the period of time from which data is provided to SIEMENS to derive the Baseline measurements. The Baseline Period is set forth in the Performance Assurance, Exhibit C.

"BTU" means a British Thermal Unit and is a unit of thermal energy.

"Capital Off-Set Savings" means a sub-category of Operational Savings where Savings will result in a cost effective upgrade to the Facility to address one or more of the following issues: potential future increased costs, comfort, code non-compliance, usage requirements, user needs and/or expectations.

"Certificate of Substantial Completion" means the document indicating that the Work, or a designated portion of the Work, is Substantially Complete in accordance with the Agreement.

"CLIENT Representative" means the person identified to SIEMENS by the CLIENT as the person authorized to make decisions on behalf of the CLIENT as set forth in Section 6.1(a) hereof.

"Construction Period" means the period between the Effective Contract Date and the first day of the month following the date of Substantial Completion.

"Construction Period Savings" means the actual accumulated Measured & Verified Savings plus the Stipulated Savings achieved from the Effective Contract Date until the Guarantee Date.

"Contracted Baseline" means the post-FIM-implementation Facility operating profile based on parameters described in Exhibit C, which the CLIENT shall maintain throughout the Performance Guarantee Period and are relied upon by SIEMENS for the calculation of Guaranteed Savings as provided in the Performance Assurance, Exhibit C. The Contracted Baseline must also include stipulated hours of operation and plug-loads for all Facilities, and must include stipulated blended, or non-blended, utility rates.

"Deferred Maintenance" means a sub-category of Operational Savings where Savings result from a reduction of current or potential future repair and maintenance costs due to certain work being performed hereunder where such work had been previously postponed.

"Deliverables" shall mean collectively, (a) any Equipment and any Software Product deliverable to CLIENT from SIEMENS under or in connection with the Work, and (b) any Work Product Deliverables.

"Effective Contract Date" is the date appearing at the top of this Agreement, unless specifically indicated otherwise.

"Energy Conservation Measure" or "ECM" means the SIEMENS' Products and/or other third party equipment, devices, materials and/or software as installed by SIEMENS at the Facilities, or as repaired or replaced by SIEMENS or the CLIENT hereunder, for the purpose of improving the efficiency of utility consumption.

"Equipment" means the installed physical equipment to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

"Escalation Rate" means an annual percentage increase to be applied to the previous year's energy savings, operational savings and service pricing, beginning and occurring on dates outlined in the Performance Assurance, Exhibit C. A different

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Escalation Rate may be applied to differing Savings calculations and/or payment schedules depending on the percentage agreed upon by the Parties.

"Facility" or "Facilities" means the building(s) or structure(s) where Work will be installed or implemented.

"Facility Improvement Measures" or "FIMs" means the (i) Instruments, know-how and Intellectual Property, including but not limited to methods and techniques for energy conservation, owned or licensed by SIEMENS and employed by SIEMENS to perform the Work and Services under this Agreement; and, (ii) the installation of Equipment and Software Products with the intent of generating net savings or efficiencies at or in connection with the operation of the Facilities. A FIM may include one or multiple ECMs as well as any non-conservation-related activities, means or methods.

"FEMP" means the Federal Energy Management Program managed by the United States Department of Energy.

"FEMP Guidelines" means the FEMP M&V Guidelines v. 3.0 published by FEMP as *M&V Guidelines; Measurement and Verification for Federal Energy Management Projects*.

"Guarantee Date" means the first day of the month following the date on which the CLIENT executes the final Certificate of Substantial Completion, thus indicating that the Construction Period is complete.

"Guaranteed Annual Savings" are the Guaranteed Measured & Verified Savings plus the Stipulated Savings that SIEMENS guarantees will be achieved in an Annual Period of the Performance Guarantee Period.

"Guaranteed Measured & Verified Savings" means the Measured & Verified Savings that SIEMENS guarantees will be achieved, as described in the Performance Assurance, Exhibit C.

"Guaranteed Savings" means the amount of Savings that SIEMENS guarantees will be achieved at the Facility during the Performance Guarantee Period, as identified in the Performance Assurance, Exhibit C as subject to the limitation identified in Section 4.8.

"Hazardous Materials" refers to the definition found in Section 11.1.

"Instruments" means all know-how, tools and related documentation owned or licensed by SIEMENS and used by SIEMENS to install or commission Equipment and Software Products for operation at the Facility, including but not limited to tools for installing any Software Products in Equipment, performing diagnostics on Equipment as installed in the Facility as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS and used by SIEMENS to provide an ECM or a FIM. Instruments excludes Work Product Deliverables.

"Intellectual Property Rights" or "Intellectual Property" means all trade secrets, patents and patent applications, trade marks (whether registered or unregistered and including any goodwill acquired in such trade marks), services marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.

"IPMVP" means the International Performance Measurement and Verification Protocol, Volume 1, EVO 10000-1.2007 as prepared by the Efficiency Valuation Organization.

"kW" and "kWh" means kilowatt and kilowatt hour, respectively.

"Maintenance Services Program" or "MSP" means the Services performed by SIEMENS to maintain the Equipment in good working order. The MSP may also contain Services unrelated to the maintenance of the Equipment. If applicable, the MSP is more fully described in the Scope of Work and Services, Exhibit A.

"Material Change" means a measurable deviation in the Contracted Baseline such that there is an adverse impact on the Annual Realized Savings which results or will result in a Savings Shortfall.

"Measured & Verified Savings" means those Savings that can be calculated and ascertained by the methodology set forth in the Performance Assurance, Exhibit C.

"Oil" refers to the definition found in Section 11.1.

"Operational Savings" means Savings derived from reduced operational expenses, including but not limited to, Deferred Maintenance, or Capital Off-Set Savings. Operational Savings can only be expressed in monetary value and are Stipulated Savings.

"Parties" means the CLIENT and SIEMENS.

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"Performance Assurance" is the process of ascertaining whether the FIMs are performing at the level necessary to achieve the Guaranteed Savings.

"Performance Assurance Services Program" or "PASP" means the Services required to monitor the operation of the FIMs so that SIEMENS can provide the Annual Performance Assurance Report detailing the Annual Realized Savings and comparing the same to the Annual Guaranteed Savings based upon the calculations agreed to by the Parties in the Performance Assurance, Exhibit C. The Services provided under the PASP are described in the Scope of Work and Services, Exhibit A.

"Performance Guarantee" means the guarantee that SIEMENS makes to the CLIENT which is reconciled and confirmed through the Performance Assurance process set forth in the Performance Assurance, Exhibit C.

"Performance Guarantee Period" means the timeframe from the Guarantee Date to the last day of the final Annual Period as described in Table 1.1 of the Performance Assurance, Exhibit C, or the period from the Guarantee Date until the termination of this Agreement, whichever occurs earlier.

"Permitted Users" means the CLIENT, its employees and agents.

"Savings" means the Parties' intended result from implementing all FIMs. Savings can be derived from reductions in energy or utility consumption, reductions in operating expenses, a changed utility rate classification or a combination thereof. The Savings that are achieved from reduced energy or utility consumption are converted to a dollar figure based upon the calculation in Article 4.1.1 and as detailed in the Performance Assurance, Exhibit C. When converted to a dollar figure, these Savings become energy cost savings. Operational Savings are only expressed in a dollar figure.

"Savings Shortfall" means the Annual Realized Savings less the Guaranteed Annual Savings for the Annual Period resulting in an amount less than zero.

"Services" means those services to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

"SIEMENS Pre-existing Intellectual Property" means any Intellectual Property: (i) that has been conceived or developed by an employee or subcontractor of SIEMENS before SIEMENS performs any Work or Services under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of SIEMENS performing the Work under this Agreement; or, (iii) if developed while performing the Work under this Agreement, where the development of Intellectual Property for the benefit of the CLIENT is not expressly identified as a FIM or part of a FIM. SIEMENS Pre-existing Property is included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS.

"SIEMENS Product" means a product, including Software Product and/or Equipment, offered for sale or license by SIEMENS or its affiliates or subsidiaries and developed prior to performing the Work or SIEMENS rendering services in connection with this Agreement. A SIEMENS Product also includes improvements or modifications to any Equipment and any Software Product developed by SIEMENS or developed as part of the Work, including any SIEMENS Product that is configured or modified for operation at a site specified by the CLIENT. Any information that is provided by the CLIENT and incorporated into a SIEMENS Product is not, by itself, a SIEMENS Product. A compilation of such information and the product of such compilation, however, is a SIEMENS Product.

"Software Product" means any software that is owned or licensed by SIEMENS or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the CLIENT or delivered as firmware embedded in the Equipment.

"Stipulated Savings" are a sub-category of Guaranteed Savings that do not require post-FIM implementation measurement and verification because they are agreed upon by the Parties based upon representations made to SIEMENS by the CLIENT and through the application of generally accepted analytical formulae. As such, Stipulated Savings are agreed upon in advance by the Parties and cannot be changed. When used as a methodology for representing a FIM's energy savings, such methodology is not recognized as a measurement and verification methodology under IPMVP. Therefore, where the IPMVP measurement methodologies are required, a methodology other than Stipulated Savings must be used to calculate energy savings.

"Substantial Completion" or "Substantially Complete" means the Work, or any identifiable portion thereof, is sufficiently complete, in accordance with the provisions of this Agreement relating to the Scope of the Work and Services, Exhibit A, such that the CLIENT will be able to realize from such Work substantially all of the practical benefits intended to be gained therefrom, or otherwise employ the Work or the FIMs for their intended purposes. To the extent that the Work requires multiple Acceptances, the Work's final Substantial Completion date shall determine the Guarantee Date.

"Therm" is a measure of energy equal to 100,000 BTUs.

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"Total Guaranteed Savings" means the sum of the Savings that are guaranteed for all Annual Periods during the Performance Guarantee Period (inclusive of the Construction Period, if applicable). The Total Guaranteed Savings are reflected in Tables 1.1 and 1.2 in the Performance Assurance, Exhibit C.

"Work" means collective labor, Equipment and services comprising the FIMs to be performed by SIEMENS, as described in the Scope of Work and Services, Exhibit A.

"Work Product Deliverable" means the tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the CLIENT in connection with the Work to be performed by SIEMENS under this Agreement.

Article 3

General

- 3.1 The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and among the Parties equally sophisticated and knowledgeable as to the subject matter of this Agreement. Each party has conferred, or has had the opportunity to confer, with their respective legal counsel. Accordingly, in the event any claim is made relating to any conflict, omission, or ambiguity in this Agreement, no presumption, burden of proof, or persuasion shall be implied by virtue of the fact that this Agreement was drafted by or at the request of a particular party or its legal counsel.
- 3.2 The CLIENT hereby engages and SIEMENS hereby accepts the engagement to perform and to provide the Work and Services set forth in Exhibit A in accordance with the terms and conditions of this Agreement.
- 3.3 SIEMENS shall perform the Work as an independent contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this Agreement. SIEMENS has no authority to act or make any agreements or representations on behalf of the CLIENT. This Agreement is not intended, and shall not be construed to create, between the CLIENT and SIEMENS, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of SIEMENS shall be, or shall be deemed to be, an employee or agent of the CLIENT.
- 3.4 SIEMENS represents, warrants and covenants to the CLIENT that:
 - (a) It has all requisite corporate power to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of SIEMENS's organizational documents, any Applicable Law, or any agreements with third parties;
 - (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;
 - (c) This Agreement is the legal, valid and binding obligation of SIEMENS, in accordance with its terms, and all requirements have been met and procedures have been followed by SIEMENS to ensure the enforceability of the Agreement;
 - (d) To SIEMENS's best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting SIEMENS that affects the validity or enforceability of this Agreement; and,
 - (e) It is duly authorized to do business in all locations where the Work and Services are to be performed.
- 3.5 The CLIENT represents, warrants and covenants to SIEMENS that:
 - (a) It has all requisite corporate power and/or statutory authority to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of the CLIENT's organizational documents, any Applicable Law, or any agreements with third parties;
 - (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;
 - (c) This Agreement is the legal, valid and binding obligation of the CLIENT, in accordance with its terms, and all requirements have been met and procedures have been followed by the CLIENT to ensure the enforceability of the Agreement;
 - (d) To the CLIENT's best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting the CLIENT that affects the validity or enforceability of this Agreement; and,
 - (e) The CLIENT has consulted with its legal counsel and is relying on the advice of its counsel concerning all legal issues related to this Agreement, and is not relying on SIEMENS in this regard.

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Article 4

Performance Guarantee

- 4.1 The Annual Realized Savings generated during each Annual Period will be no less than the Guaranteed Annual Savings as shown in Tables 1.1 and 1.2 of the Performance Assurance, Exhibit C, subject to the limits in Section 4.8. The measurement and verification calculation methodology for determining the Savings is set forth in the Performance Assurance, Exhibit C.
- 4.1.1 General. Except as otherwise provided, energy savings will be calculated for each month of each Annual Period as the product of (a) "units of energy saved" (kWh, Therms, GJ, etc.) multiplied by (b) "cost of energy."
- (a) Units of energy saved are calculated by 1) assuming the Contracted Baseline has been maintained per Section 4.3 below, and 2) subtracting the then current period measured units of energy consumed from the Baseline units of energy defined in Article 5 of Exhibit C.
- (b) Costs of energy are defined in Article 6 of Exhibit C-Utility Rate Structures and Escalation Rates.
- 4.2 Any future Escalation Rates to be applied to utility, energy or other costs are set forth in Exhibit C. SIEMENS and the CLIENT agree that the Baseline data set forth in Exhibit C is a full and accurate reflection of the existing Facility, equipment, operation, business use and energy usage, and that such Baseline data will be the basis on which all future energy use will be compared in order to determine the Annual Realized Savings.
- 4.3 SIEMENS and the CLIENT agree that the Contracted Baseline fully described in Exhibit C will represent the new operating and/or equipment profile of the Facility resulting from the FIM implementation. The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT operates and maintains its Facilities within the Contracted Baseline parameters, as may be adjusted in accordance with the terms herein, during the entire term of the Performance Guarantee Period.
- 4.4 The CLIENT agrees to notify SIEMENS prior to or within thirty (30) days of CLIENT's knowledge of any Material Change.
- 4.5 Within thirty (30) days of notice of a Material Change, SIEMENS's discovery of a Material Change and with prompt notice to CLIENT, SIEMENS will either:
- (a) Require an adjustment to the Performance Assurance and the Performance Guarantee as a result of the Material Change; or,
- (b) Where a commercially reasonable adjustment to the Performance Guarantee is unavailable, terminate both the Performance Assurance and the Performance Guarantee.
- 4.6 A Performance Guarantee Period savings reconciliation as identified in Section 4.1 will be performed at the end of each Annual Period as follows:
- (a) Within ninety (90) days of the Guarantee Date, the Construction Period Savings shall be reconciled and applied to the calculation of the first Annual Period's Annual Realized Savings.
- (b) At the conclusion of each Annual Period, SIEMENS will calculate the Annual Realized Savings and compare the calculated amount to the applicable Guaranteed Annual Savings amount.
- (c) Where the Annual Realized Savings are less than the Guaranteed Annual Savings, a Savings Shortfall shall be recorded for the applicable Annual Period.
- (d) A Savings Shortfall shall be paid by SIEMENS within sixty (60) days following the CLIENT's acceptance of the reconciliation and once paid SIEMENS shall have fulfilled its obligations under the Performance Guarantee for the applicable Annual Period.
- 4.6.1 As the mutual goal of the Parties is to maximize Savings, if SIEMENS can correct a Savings Shortfall through an operational improvement at no expense or material inconvenience to the CLIENT and without future operational expenses, and the CLIENT declines to allow such operational improvement, then any future Savings Shortfall that the improvement would have corrected will be negated by deeming the value of the Savings Shortfall as Savings achieved and adding the amount of same to the Annual Realized Savings calculations for each Annual Period thereafter.
- 4.7 The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period. If the CLIENT fails to maintain, breaches, cancels or otherwise causes the termination of the PASP then: (a) The Performance Guarantee shall terminate immediately and be void and of no force or effect; or, (b) Where termination of the Performance Guarantee acts to render the Agreement in violation of Applicable Law, all Guaranteed Savings thereafter shall be determined to have been achieved and

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SIEMENS shall have been deemed to have met its Performance Guarantee obligations under this Agreement for each and every Annual Period thereafter without the obligation to provide the CLIENT, or any third-party as the case may be, with any further Annual Performance Assurance Reports.

- 4.8 The payments and credits based on Savings Shortfalls, if any, are the sole remedy of the CLIENT under this Performance Guarantee. ANY PAYMENTS MADE OR TO BE MADE TO THE CLIENT UNDER THE TERMS OF THIS PERFORMANCE GUARANTEE SHALL NOT EXCEED THE PAYMENTS ACTUALLY MADE BY CLIENT TO EITHER SIEMENS AND/OR A THIRD-PARTY (IN THE EVENT THAT THE CLIENT HAS FINANCED THE TRANSACTION) FOR THE AGGREGATE OF: THE PRICE, AS DEFINED IN EXHIBIT B, ARTICLE 1.1; THE PASP PAYMENTS; THE MSP PAYMENTS, IF ANY; AND, IF APPLICABLE, THE CLIENT'S COST OF FINANCING THE WORK. The CLIENT's cost of financing the Work is the cost of financing calculated either: (a) On the date that the escrow account is funded in accordance with Exhibit B, Article 1.2; or, (b) On the Effective Contract Date if the escrow requirement is expressly waived by SIEMENS.
- 4.9 The CLIENT represents that all existing equipment that is not installed by SIEMENS under this Agreement but is deemed necessary to achieve the Performance Guarantee, is in satisfactory working condition. Prior to the beginning of the Performance Guarantee Period, SIEMENS will have inspected all such existing equipment and reported any deficiencies to the CLIENT. To the extent that the deficiencies are not remedied by the CLIENT prior to the Guarantee Date, the adverse affect on the ability of the Project to attain the necessary Guaranteed Savings shall be factored into the Annual Performance Assurance Report and, if necessary, the Performance Guarantee shall be adjusted accordingly.
- 4.10 If the Equipment or the existing equipment is altered or moved by any person (including the CLIENT) other than SIEMENS or a person authorized by SIEMENS, the CLIENT shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CLIENT's expense in order to determine if a Material Change has occurred.
- 4.11 SIEMENS will have no liability or obligation to continue providing PASP Services or any Guaranteed Savings under the Performance Guarantee in the event that the CLIENT falls to:
- (a) Authorize a re-acceptance test or re-commissioning that SIEMENS reasonably deems necessary in order to determine if a Material Change has occurred;
 - (b) Provide access to any Facility where Work is to be performed;
 - (c) Service and maintain all Equipment in accordance with the manufacturers' recommendations in order to prevent a Savings Shortfall; or,
 - (d) Provide SIEMENS with accurate Facility operating information as soon as such information becomes reasonably available to the CLIENT, including energy usage and cost, executed preventive maintenance and repair records, building or equipment additions, and occupancy levels during each Annual Period.
- 4.12 Unless expressly contrary to Applicable Law, should the CLIENT decide to discontinue the PASP before the end of the Performance Guarantee Period, the CLIENT will give SIEMENS thirty (30) days prior written notice and in such notice indicate that the CLIENT has selected one of the following:
- (a) The CLIENT will re-invest the avoided cost of cancellation of the PASP into Facility improvements and services that improve the overall Facility's performance and which improvements and services are implemented by SIEMENS; or,
 - (b) The CLIENT will pay to SIEMENS % of the remaining value left in the PASP Annual Period, as a liquidated damage and not as a penalty, to compensate SIEMENS for SIEMENS's up-front costs and expenses in preparing to perform the PASP as contracted for the Annual Period.
- 4.13 Unless expressly contrary to Applicable Law, any disputes concerning the calculation of the Annual Realized Savings or changes to the Contracted Baseline that are not resolved by negotiation between the Parties within thirty (30) days of the notice of the dispute, will be resolved by a third-party professional engineering firm which is reasonably acceptable to both SIEMENS and the CLIENT. The determination of such firm will be final and binding upon CLIENT and SIEMENS. SIEMENS and the CLIENT will each be responsible for half of the fees of such firm.

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Article 5

Work by SIEMENS

- 5.1 SIEMENS will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by both Parties. The Work performed by SIEMENS shall be conducted in a workmanlike manner.
- 5.2 SIEMENS shall perform the Work during its normal hours, Monday through Friday inclusive, excluding holidays, unless otherwise agreed herein. The CLIENT shall make the Facility available so Work may proceed in an efficient manner.
- 5.3 Any CLIENT request to change the scope or the nature of the Work or Services must be in the form of a mutually agreed change order, effective only when executed by the Parties.
- 5.4 All Work Product Deliverables shall become the CLIENT's property upon receipt by CLIENT. SIEMENS may retain file copies of such Work Product Deliverables. If any Instruments are provided to the CLIENT under this Agreement, any such Instruments shall remain SIEMENS property, including the Intellectual Property conceived or developed by SIEMENS in the Instruments. All SIEMENS Pre-existing Intellectual Property that may be included in the Deliverables provided to the CLIENT under this Agreement shall also remain SIEMENS's property including the SIEMENS Pre-existing Intellectual Property included in the Work Product Deliverables. All Work Product Deliverables and any Instruments provided to the CLIENT are for Permitted Users' use and only for the purposes disclosed to SIEMENS. SIEMENS hereby grants the CLIENT a royalty-free (once payments due under this Agreement are paid to SIEMENS), non-transferable, perpetual, nonexclusive license to use any SIEMENS Pre-existing Intellectual Property solely as incorporated into the Deliverables and SIEMENS' Intellectual Property as incorporated into any Instruments provided to the CLIENT under this Agreement. Under such license, and following agreement to be bound to such separate confidentiality provisions that may exist between the Parties, Permitted Users shall have a right to:
- (a) Use, in object code form only, the Software Products included in the Deliverables ("Software Deliverables");
 - (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and,
 - (c) Use all such Deliverables and such instruments, provided however, the Deliverables and Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular project and location for which the Deliverables are provided. All Deliverables provided to the CLIENT are for Permitted Users' use only for the purposes disclosed to SIEMENS, and the CLIENT shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SIEMENS's express written consent.
- 5.4.1 Any reuse of such Deliverables or such Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users will be at Permitted Users' risk and without liability to SIEMENS; and, the CLIENT shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.
- 5.4.2 In consideration of such license, CLIENT agrees not to reverse engineer any Equipment or Software Product to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software Product even to the extent such restriction is allowable under Applicable Law.
- 5.4.3 Nothing contained in this Agreement shall be interpreted or construed to convey to the CLIENT the pre-existing Intellectual Property rights of any third party incorporated into the Deliverables. CLIENT agrees to take delivery of any Software Deliverables subject to any applicable SIEMENS or third party end-user license agreement accompanying such Software Deliverable.
- 5.5 SIEMENS shall be responsible for any portion of the Work performed by any subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any contractor of the CLIENT or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS's work and/or presence at the Facility shall not relieve others of their responsibility to the CLIENT or to others.
- 5.6 SIEMENS warrants that:
- (a) Unless otherwise agreed, all Equipment shall be new and of good quality. Until one year from the date the Equipment is installed, all Equipment manufactured by SIEMENS or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.

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- (b) Labor for all Work, excluding PASP or MSP Services, is warranted to be free from defects in workmanship for one year after the Work is performed. PASP Services and MSP Services are warranted to be free from defects in workmanship for ninety (90) days after the Services are performed.

5.7 Warranty Limitation:

- (a) The limited warranties set forth in Section 5.6 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) which the CLIENT or a third party subjects to unreasonable or improper use or storage, uses beyond rated conditions, operates other than per SIEMENS's or the manufacturer's instructions, or otherwise subjects to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after the CLIENT has, or should have had, knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS's nameplate. However, SIEMENS assigns to the CLIENT, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment.
- (b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect unless discovered directly by SIEMENS. Such limited warranty only extends to the CLIENT and not to any subsequent owner of the Equipment. The CLIENT's sole and exclusive remedy for any Equipment or Services not conforming with this limited warranty is limited to, at SIEMENS's option: (i) repair or replacement of defective components of covered Equipment; (ii) re-performance of the defective portion of the Services; or (iii) to the extent previously paid and itemized, the issuance of a credit or refund for the original purchase price of such defective component or portion of the Equipment or Services.
- (c) SIEMENS shall not be required to repair or replace more than the component(s) of the Equipment or the portion of the Work and Services actually found to be defective. SIEMENS's warranty liability shall not exceed the purchase price of such item. Repaired or replaced Equipment or Services will be warranted hereunder only for the remaining portion of the original warranty period.

5.8 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING EXECUTED BY A DULY AUTHORIZED SIGNATORY OF EACH PARTY.

5.9 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of:

- (a) Non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to: ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc., unless covered by the warranty provisions herein or otherwise specifically stated herein; or
- (b) The CLIENT's or a third-party's negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, corrosion, erosion, improper or inadequate water treatment, electrolytic action, chemical action, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond SIEMENS's control. Unless expressly agreed in writing, SIEMENS is not responsible for the removal or reinstallation of replacement valves, dampers, or waterflow and tamper switches with respect to pipes and ductwork, including vent or drain system. SIEMENS ASSUMES NO RESPONSIBILITY FOR ANY SERVICE PERFORMED ON ANY EQUIPMENT OTHER THAN THAT PERFORMED BY SIEMENS OR ITS AGENTS.

Article 6

The CLIENT's Responsibilities

6.1 The CLIENT, without cost to SIEMENS, shall:

- (a) Designate a contact person with authority to make decisions for the CLIENT regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency;
- (b) Coordinate the work of contractors under CLIENT's sole control so as not to disrupt the Work and Services proceeding in an efficient manner;
- (c) Provide or arrange for 24 hour, 7 day per week access and make all reasonable provisions for SIEMENS to enter any Facility where Work is to be performed so that Work may proceed in an efficient manner;

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- (d) Permit SIEMENS to control and/or operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Work;
- (e) Furnish SIEMENS with blueprints, surveys, legal descriptions, waste management plans and all other available information pertinent to the Work and any Facility where the Work is to be performed as may be reasonably requested by SIEMENS. Such plans and blueprints, along with an executed copy of this Agreement, with its Exhibits, shall be kept and maintained in CLIENT's files for a period of fifteen (15) years from the Effective Contract Date;
- (f) Furnish SIEMENS with all approvals, permits and consents from government authorities and others as may be required for performance of the Work, except for those SIEMENS has expressly agreed in writing to obtain;
- (g) In accordance with Article 11 hereof, promptly notify SIEMENS of all known or suspected Hazardous Materials at the Facility, of any contamination of the Facility by Oil or Hazardous Material, and of any other conditions requiring special care or which may reasonably be expected to affect the Work, and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such materials, contamination or conditions;
- (h) Comply with Applicable Law and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;
- (i) Provide SIEMENS with legally required materials and information (including but not limited to Material Safety Data Sheets) related to all Hazardous Materials located at any Facility where the Work is to be performed;
- (j) Furnish SIEMENS with any contingency plans, safety programs and other policies, plans or programs related to any Facility where the Work is to be performed;
- (k) Operate, service and maintain all Equipment according to the manufacturer's recommendations including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of Applicable Law or of authorities having jurisdiction. The CLIENT shall furnish all needed servicing and parts for said FIMs, which parts shall become part of the FIMs. Such Equipment shall be operated only in the specified operating environment, which shall be supplied by the CLIENT, including without limitation: (1) suitable electrical service, including clean, stable, properly conditioned power, to all Equipment; (2) telephone lines, capacity and connectivity as required by such Equipment; and (3) heat, light, air conditioning or other environmental controls, and other utilities in accordance with the specifications for the Equipment;
- (l) Promptly notify SIEMENS of any unusual operating conditions, hours of usage, system malfunctions, installed equipment or building alterations that may affect the Equipment or energy usage or any Services; and,
- (m) If applicable, provide and pay for a dedicated voice grade dial-up phone line, or a mutually agreed communication method, and install a terminal block, or an equivalent communication mechanism, in a mutually agreed upon location. All on-line service Equipment (excluding the phone line) will remain the property of SIEMENS unless otherwise stated herein.

6.2 Unless contrary to Applicable Law, the CLIENT acknowledges that the technical and pricing information contained in this Agreement ("Confidential Information") is confidential and proprietary to SIEMENS. SIEMENS understands and agrees that CLIENT is a public entity subject to the California Public Records Act. Accordingly, CLIENT may be required to disclose certain information to third-parties pursuant to the California Public Records Act or court order, notwithstanding the obligations set forth in this Agreement. CLIENT will, however, inform SIEMENS regarding any third-party's attempt to obtain Confidential Information so that SIEMENS may take such action it deems appropriate to prevent such disclosure.

6.3 The CLIENT acknowledges that it is now and shall at all times remain in control of the Facility. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to the CLIENT's activities or operations, the CLIENT's other contractor(s), the work of any other person or entity, or Facility conditions. SIEMENS shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of the CLIENT or others at the Facility. So as not to discourage SIEMENS from voluntarily addressing health or safety issues while at the Facility, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise, the CLIENT shall not hold, or attempt to hold, SIEMENS liable or responsible on account thereof.

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Article 7

Changes and Delays

- 7.1 As the Work is performed, Applicable Law or conditions may change, or circumstances outside SIEMENS's reasonable control may develop, which would require SIEMENS to expend additional costs, effort or time to complete the Work. In the event such change in circumstances or conditions is attributable solely to the actions or omissions of the CLIENT, then SIEMENS will notify the CLIENT and an equitable adjustment will be made to SIEMENS's compensation and the time for performance. In the event such changes, attributable solely to the actions or omissions of the CLIENT, require the Work to be suspended or terminated, SIEMENS shall be compensated for Work previously performed and for costs reasonably incurred in connection with the suspension or termination. In all other instances, the parties will negotiate in good faith an equitable adjustment to SIEMENS' compensation.
- 7.2 Either party may request additions, deletions, modifications or changes to the Work. Any such requests shall only become effective upon execution of a written agreement by authorized representatives of both Parties.
- 7.3 SIEMENS may, in its sole discretion, substitute alternative parts, goods or equipment in the performance of the Work, provided that any such substitution shall be of an equal or better quality.
- 7.4 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by the CLIENT or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts by parties other than SIEMENS or its subcontractors, differences with workmen involving parties other than SIEMENS or its subcontractors, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted to compensate for additional costs SIEMENS incurs due to such delay. If any such delay exceeds sixty (60) days, SIEMENS, or the CLIENT may terminate this Agreement upon three (3) days notice to the CLIENT and the CLIENT shall promptly pay SIEMENS for the allocable portion of the Work completed, for any costs and expenses of termination, and for any loss or damage incurred with respect to materials, equipment, tools and machinery, including reasonable overhead and profit.

Article 8

Compensation

- 8.1 The aggregate amount paid by CLIENT provides for and is solely in consideration of the Scope of Work and Services described in Exhibit A, and is detailed in Exhibit B.
- 8.2 SIEMENS will invoice the CLIENT in accordance with the schedules set forth in Exhibit B. Unless otherwise agreed in writing, invoices are due and payable upon receipt by the CLIENT. If the CLIENT disagrees with any portion of an invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, and shall pay the portion not in dispute.
- 8.3 SIEMENS may suspend or terminate the Work or Services at any time if payment is not received when due. In such event, SIEMENS shall be entitled to compensation for the Work or Services previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 8.4 On amounts not paid within thirty (30) days of invoice date, the CLIENT shall pay interest from invoice date until payment is received at the lesser of 12% per annum or the maximum rate allowed by law. The CLIENT shall reimburse SIEMENS for SIEMENS's costs and expenses (including reasonable attorney and witness fees) incurred for collection under this Agreement.
- 8.5 Except to the extent expressly agreed herein, SIEMENS's fees do not include any taxes, excises, fees, duties or other government charges related to the Work or Services. The CLIENT shall pay such amounts or reimburse SIEMENS for any such amounts SIEMENS pays to the extent such charges are lawfully due and payable by CLIENT and have been paid or incurred by SIEMENS in furtherance thereof. If the CLIENT claims that the Work or Services is subject to a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and, unless specifically prohibited by law, shall indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of the use or acceptance of same.
- 8.6 All other work or services requested by the CLIENT, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis:

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- (a) Emergency services, if inspection does not reveal any deficiency covered by the Scope of Work and Services, Exhibit A;
- (b) Work and/or services performed at times other than during SIEMENS's normal working hours, unless otherwise agreed to in Exhibit A; or
- (c) Work and/or services performed on equipment not covered by the Scope of Work and Services, Exhibit A.

Article 9

Acceptance

- 9.1 When SIEMENS believes that all, or an independent, definable phase or portion, of the Work is Substantially Complete, SIEMENS will submit a Certificate of Substantial Completion to the CLIENT which shall be subject to the following:
- (a) If the CLIENT concurs that the described portion of the Work as performed is Substantially Complete, the CLIENT will accept that Work by signing the Certificate of Substantial Completion and returning it to SIEMENS;
 - (b) If the CLIENT does not concur that the Work is Substantially Complete, then the CLIENT shall notify SIEMENS within five (5) business days of any discrepancies;
 - (c) To the extent SIEMENS does not dispute the discrepancies raised by the CLIENT, SIEMENS shall correct the Work to conform to the description of the Work set forth herein, and resubmit the Certificate of Substantial Completion to the CLIENT;
 - (d) If SIEMENS disagrees with the discrepancies raised by the CLIENT, SIEMENS shall notify the CLIENT of a dispute and such dispute shall be resolved in accordance with Section 9.3 herein;
 - (e) If the CLIENT Representative does not deliver written notice to SIEMENS within five (5) business days of receiving the Certificate of Substantial Completion, in the mutual interests of the Project proceeding in a timely manner, the CLIENT will be deemed to have agreed to, signed and returned the Certificate of Substantial Completion.
- 9.2 To the extent that this Project requires multiple Certificates of Substantial Completion, the final Certificate of Substantial Completion shall determine the date on which the Construction Period is completed.
- 9.3 Any disputes concerning the Substantial Completion of the Work will be resolved by submitting the issue to a third party professional engineering firm and which is reasonably acceptable to both SIEMENS and the CLIENT. The determination of this firm with respect to completion or Substantial Completion will be final and binding upon the Parties. SIEMENS and the CLIENT shall share equally the costs or fees for such firm in connection with such dispute resolution process.

Article 10

Insurance and Allocation of Risk

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

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

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- 10.2 Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name the CLIENT, 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 CLIENT will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the CLIENT.
- 10.3 Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- 10.4 SIEMENS will furnish to the CLIENT duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance as may be reasonably required by the CLIENT from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. SIEMENS will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 10.5 Should SIEMENS, for any reason, fail to obtain and maintain the insurance required by this Agreement, the CLIENT may obtain such coverage at SIEMENS's expense and deduct the cost of such insurance from payments due to SIEMENS under this Agreement or terminate.
- 10.6 CLIENT is a member of the Independent Cities Risk Management Association, pursuant to a joint powers agreement, and the limits of liability under that agreement is \$10,000,000. CLIENT is obligated to pay the first \$500,000 of any claim. SIEMENS agrees to accept CLIENT status as satisfactory compliance with SIEMENS's insurance requirements. In the event CLIENT decides to change its insurance status, CLIENT agrees to provide SIEMENS with thirty (30) days advance written notice of the effective date of this change in status. Thereafter, CLIENT agrees to provide SIEMENS with appropriate evidence of insurance coverage(s).
- 10.7 Title and risk of loss of materials and Equipment furnished by SIEMENS shall pass to the CLIENT upon their delivery to the Facility, and the CLIENT shall be responsible for protecting them against theft and damage.
- 10.8 SIEMENS will indemnify and hold the CLIENT harmless from and against any claim, action, damages, judgments, settlements, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from the CLIENT'S sole negligence or willful misconduct. Should the CLIENT be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, SIEMENS will defend the CLIENT (at the CLIENT'S request and with counsel satisfactory to the CLIENT), unless such suit or claim arises from or alleges the CLIENT'S sole negligence or willful misconduct. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to defend or indemnify hereunder.
- 10.9 For purposes of this section the "CLIENT" includes the CLIENT'S officers, officials, employees, agents, representatives, and volunteers.
- 10.10 SIEMENS expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement. The requirements as to the types and limits of insurance coverage to be maintained by SIEMENS as required by this Agreement, and any approval of said insurance by the CLIENT, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by SIEMENS pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.
- 10.11 **UNLESS CONTRARY TO APPLICABLE LAW, IN NO EVENT SHALL THE CLIENT OR SIEMENS BE LIABLE UNDER THIS INDEMNITY OR OTHERWISE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE, OR LOST PROFITS, HOWEVER CAUSED, EVEN IF SIEMENS OR THE CLIENT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, UNLESS CONTRARY TO APPLICABLE LAW, SIEMENS'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE LESSER OF \$20,000,000 (TWENTY MILLION DOLLARS) OR TWO TIMES THE TOTAL COMPENSATION RECEIVED BY SIEMENS FROM THE CLIENT UNDER THIS AGREEMENT. The preceding limit shall not apply to the CLIENT's remedy under the Performance Guarantee as such is limited by Section 4.8.**
- 10.5 As to Patents and Copyrights:

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- (a) SIEMENS will, at its own expense, defend or at its option settle any suit or proceeding brought against the CLIENT in so far as it is based on an allegation that any Work (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if SIEMENS is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. SIEMENS will pay the damages and costs awarded in any suit or proceeding so defended. SIEMENS will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Work, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by the CLIENT is enjoined, SIEMENS will, at its option and its own expense, either: (i) procure for the CLIENT the right to continue using said Work; (ii) replace it with substantially equivalent non-infringing Work; or (iii) modify the Work so it becomes non-infringing.
- (b) SIEMENS will have no duty or obligation to the CLIENT under Section 10.5(a) to the extent that the Work is: (i) supplied according to the CLIENT's design or instructions, wherein compliance therewith has caused SIEMENS to deviate from its normal course of performance; (ii) modified by the CLIENT or its contractors after delivery; or, (iii) combined by the CLIENT or its contractors with items not furnished hereunder, and by reason of said design, instruction, modification, or combination, a suit is brought against the CLIENT. If by reason of such design, instruction, modification or combination, a suit or proceeding is brought against SIEMENS, unless expressly prohibited by law, the CLIENT shall protect SIEMENS in the same manner and to the same extent that SIEMENS has agreed to protect the CLIENT under the provisions of Section 10.5(a) above.
- (c) THIS SECTION 10.5 IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF THE CLIENT RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS. Compliance with Section 10.5 as provided herein shall constitute fulfillment of all liabilities of the Parties under the Agreement with respect to the intellectual property indemnification.

10.6 The Parties acknowledge that the price for which SIEMENS has agreed to perform the Work and obligations under this Agreement was calculated based upon the foregoing allocations of risk, and that each Party has expressly relied on and would not have entered into this Agreement but for such allocations of risk.

Article 11

Hazardous Materials Provisions

- 11.1 The Work does not include directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination of any Facility at which Work is performed and any soil or groundwater at the Facility by petroleum or petroleum products (collectively called "Oil"), asbestos, PCBs or hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA, CERCLA or any other Applicable Law (collectively called "Hazardous Materials"), including without limitation: ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, and refrigerant. Except as expressly disclosed pursuant to Section 11.2, the CLIENT represents and warrants that, to the best of its knowledge following due inquiry, there are no Hazardous Materials or Oil present where the Work is to be performed. SIEMENS will notify the CLIENT immediately if it discovers or reasonably suspects the presence of any previously undisclosed Oil or Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on the CLIENT's representations as set forth in this Article. The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a Facility where SIEMENS is to perform Work, or of contamination of the Facility by Oil or Hazardous Materials not previously disclosed pursuant to Section 11.2, shall entitle SIEMENS to suspend the Work immediately, subject to mutual agreement of terms and conditions applicable to any further Work, or to terminate the Work and to be paid for Work previously performed.
- 11.2 The CLIENT warrants that, prior to the execution of the Agreement, it notified SIEMENS in writing of any and all Oil or Hazardous Materials, to the best of its knowledge following due inquiry, known to be present, potentially present or likely to become present at the Facility and provided a copy of any Facility safety policies and information, including but not limited to lock-out and tag procedures, chemical hygiene plan, material safety data sheets, and other items covered or required to be disclosed or maintained by Applicable Law.
- 11.3 Regardless of whether Oil or Hazardous Material was disclosed pursuant to Section 11.2, the CLIENT shall be solely responsible for properly testing, abating, encapsulating, removing, disposing, remedying or neutralizing such Oil or Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to

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Section 11.1, SIEMENS shall have the right to stop the Work until the Facility is free from Oil or Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete the Work, and compensation for delays caused by Oil or Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. The CLIENT shall sign any required waste manifests in conformance with all government regulations, listing the CLIENT as the generator of the waste. If someone other than the CLIENT is the generator of the waste, the CLIENT shall arrange for such other person to sign such manifests.

11.4 Except where expressly prohibited by Applicable Law, for separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CLIENT shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from the CLIENT's breach of, or failure to perform its obligations under this Article.

11.5 For purposes of this Article 11, in the context of the phrase "to the best of its knowledge following due inquiry"; "knowledge" means actual awareness of the facts by the CLIENT's directors, officers, employees or agents, or the presence of relevant information contained in the CLIENT's books or records; and, "due inquiry" means inquiry of those persons under the CLIENT's control who should have knowledge of the subject matter of such inquiry.

Article 12

Prevailing Wages

- 12.1 Pursuant to Labor Code § 1720, and as specified in 8 California Code of Regulations § 16000, SIEMENS must pay its workers prevailing wages. It is SIEMENS's responsibility to interpret and implement any prevailing wage requirements and SIEMENS agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 12.2 In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from City of Monterey Park's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. SIEMENS must post a copy of the prevailing rate of per diem wages at the job site.
- 12.3 The CLIENT directs SIEMENS's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by SIEMENS or any subcontractor.
- 12.4 Labor Code § 1777.5 requires SIEMENS or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:
- i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
 - ii. When the number of apprentices in training in the area exceeds a ratio of one to five, or
 - iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
 - iv. When SIEMENS provides evidence that SIEMENS employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
 - v. SIEMENS is required to make contributions to funds established for the administration of apprenticeship programs if SIEMENS employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other SIEMENSs on the public works site are making such contributions.
 - vi. SIEMENS and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

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- vii. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- 12.5 SIEMENS and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by the CLIENT, SIEMENS must provide copies of the records at its cost.

Article 13

Self-Help and Malicious Codes

- 13.1 SIEMENS understands and agrees that its use of any "self-help" or "malicious" codes, as defined by this Section, is prohibited and constitutes an "unfair business practice" as defined by California law. Notwithstanding any other provision of this Agreement that limits SIEMENS's liability, SIEMENS is fully liable for all penalties and damages arising from use of a self-help or malicious code.
- 13.2 "Self-help code" means any back-door, time-bomb, drop-dead, time-out, lock-up, slow-down, data freezing, logic bombs, or other software routine, code, devices, techniques intended to disable, slow, prevent operation of, or otherwise interfere with or change any operation of any computer system, software or other property automatically with the passage of time or under the prior instruction, triggering event or control of someone other than You.
- 13.3 "Malicious Code" means any virus, "spyware," "Trojan horse," "worm," "Easter egg," "cancelbot," "trapdoor," or other unapproved or malicious software routine, code, command, device, technique, or instruction or other contaminant intended to:
- i. Permit unauthorized access to, detection of, modification of, or monitoring of any code, system, or data;
 - ii. Alter, supplement, disable, erase, limit, threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, shut down or delete, threaten, slow or otherwise inhibit the functioning of, or otherwise harm any of the code, documentation or data or any computer system, software or other property;
 - iii. Render any data irretrievable, modified, or disrupted so as to be unreliable in any regard;
 - iv. Perform any other unauthorized action, or prevent, limit, condition or inhibit performance of authorized actions or any function including, without limitation, to its security or end user data.

Article 14

Miscellaneous Provisions

- 14.1 Notices between the Parties shall be in writing and shall be hand-delivered or sent by certified mail, express courier, or acknowledged telefax properly addressed to the appropriate party. Any such notice shall be deemed to have been received when delivered in-person or when sent by telefax, or five (5) business days subsequent to deposit in the U.S. mails, or one (1) day after deposit with express courier.
- 14.2 Neither the CLIENT nor SIEMENS shall assign or transfer any rights or obligations under this Agreement to any third party, except that the Client may assign its rights and obligations under this Agreement to Siemens Public, Inc., either party may assign this Agreement to its affiliates, and SIEMENS may use subcontractors in the performance of the Work or Services. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the CLIENT and SIEMENS without the express written consent of both Parties.
- 14.3 This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth within which the Facilities are located.
- 14.4 This Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the Work, the Services, and the termination of this Agreement.

PERFORMANCE CONTRACTING AGREEMENT

- 14.5 Any provision of this Agreement found to be invalid, unlawful or unenforceable by a court of law shall be ineffective to the extent of such invalidity, and deemed severed herefrom, without invalidating the remainder of this Agreement. All other provisions hereof shall remain in full force and effect.
- 14.6 The waiver by a party of any breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof. No waiver shall operate or be effective unless made in writing and executed by the party to be bound thereby.
- 14.7 In the event that Applicable Law or the CLIENT requires that SIEMENS procure a performance bond and/or a payment bond, SIEMENS shall provide a performance and payment bond in the amount of \$. The performance and payment bond will solely apply to the Work performed during the Construction Period and to the required statutory lien filing period thereafter. The performance and payment bond will not apply to any of the obligations included in the Performance Assurance, Exhibit C. Furthermore, the CLIENT's funding source may be named as "Co-Obligee" on the performance bond if so requested by the CLIENT.

Article 15

Maintenance Services Program

- 15.1 If applicable, the scope of Services provided by SIEMENS for the Maintenance Services Program is stated in Exhibit A.
- 15.2 The CLIENT represents that all equipment not installed by SIEMENS under this Agreement and subject to a MSP is in satisfactory working condition. SIEMENS will have inspected all such equipment within the first thirty (30) days of MSP commencement or no later than the first scheduled inspection. Testing and inspection will not be deemed to be complete until all such equipment has been so tested and inspected.
- 15.3 If the equipment is altered or moved by any person, including the CLIENT, other than SIEMENS or a person authorized by SIEMENS, the CLIENT shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CLIENT's expense.
- 15.4 If SIEMENS reasonably determines as a result of such inspection and/or testing that any equipment requires repair or replacement, the CLIENT will be so notified and shall take corrective action within thirty (30) days, or such equipment shall be removed from coverage hereunder without further action by the Parties. SIEMENS is not liable or responsible for the continued testing, maintenance, repair, replacement or operating capabilities of any portion of the equipment until it has been inspected and/or tested and has been, if necessary, restored to an acceptable initial condition at the CLIENT's sole expense. Any services provided by SIEMENS in the course of such restoration will be separately charged on a time and materials basis, and not included in fees paid hereunder. If individual items of equipment cannot, in SIEMENS's sole determination, be properly repaired or replaced due to age, obsolescence, lack of availability of refrigerant gas, halon gas, necessary parts, materials, compatibility or otherwise, or as a result of excessive wear or deterioration, SIEMENS may, within ten (10) days of such inspection, give written notice that it is withdrawing such items from coverage under the MSP and adjust the MSP payments due hereunder accordingly.
- 15.5 If the removal of equipment from coverage would compromise or impair the integrity of the Work, Services or compliance with law of any system, then SIEMENS will provide a written statement thereof for execution by the CLIENT. The CLIENT's failure to execute such statement within ten (10) days will void the MSP and release SIEMENS from any further obligations with respect to the MSP.
- 15.6 If the MSP scope of Services provides for equipment maintenance, repairs and/or replacements of equipment by SIEMENS, those Services are limited to restoring the proper working condition of such equipment. SIEMENS will not be obligated to provide replacement equipment that represents significant capital improvement compared to the original. Exchanged components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of the CLIENT.

Article 1: Scope of Work

1.1 **Description:** SIEMENS shall provide each item of cost necessary to implement the FIMs described in Section 1.2, below. All work will be based on California Prevailing wage requirements as approved by the client. Client to provide adequate site access and appropriate area on site for contractor staging and storage.

1.2 **Specific Elements:** The Work shall include the following FIMs:

1.2.1 Interior Building Lighting Upgrade: Replace Fluorescent Technologies with LED Equivalents

SIEMENS will:

1. Provide lighting upgrades as shown in Exhibit C – Appendix 5
2. Interior Lighting upgrades will occur at the City Hall, Police Department and Fire Station #1.
3. All work to be installed in accordance with applicable 2008 Title 24 requirements.

Fluorescent fixture upgrades – General Scope

Existing fixtures with in-board, out-board switching shall maintain same level of switching control.

Demolish and Removal Work includes:

- Remove and dispose existing lamps.
- Remove and dispose existing lighting ballasts.

New Installation Work:

- Replace the existing electronic ballasts and T8 lamps with new LED lamps.

Fixture Cleaning:

- Fixtures and lenses identified in Exhibit C – Appendix 5 will be cleaned and wiped down.
- Replace lenses that are cracked, or broken with lenses that are of the same manufacturer or equal.

Wall Mounted Occupancy Sensors

New Installation Work

- Furnish and install wall mounted occupancy sensors as shown in Exhibit C – Appendix 5 in the same location as the existing switch-plate.
- Furnish and install dimmers as shown in Exhibit C – Appendix 5.

1.2.2 Exterior Lighting Upgrade: Replace Older HIDs with LED Equivalents

SIEMENS will:

1. Coordinate with SCE prior to installation.
2. Provide lighting upgrades as shown in Exhibit C – Appendix 6
3. Exterior Lighting upgrades will occur at the parks/building listed in Table 1.2.1:
4. All work to be installed in accordance with applicable 2008 Title 24 requirements.

Table 1.2.1: Exterior Lighting Upgrades

Barnes Memorial Park
Cascade Park
City Hall, Police Station and Fire Station #1
Corporation Yard
Edison Trails Park
Garvey Ranch Park
George Elder Park
Highland Park
La Loma Park
Langley Community Center
Library
Sequoia Park
Sierra Vista Park
Sonny Slope Park

High intensity discharge to LED/ Induction conversion

- Remove existing HID lamp, ballast and fixture
- Furnish and install new LED fixture

1.2.3 City Hall, Police Department, Langley Community Center and Sierra Vista Building: Replace Existing HVAC Units With New

SIEMENS will:

1. Demo, remove and dispose of the twenty eight (28) existing packaged rooftop HVAC units (including compressor oil and refrigerant per EPA guidelines) serving the City Hall and Police Station.
2. Demo, remove and dispose of the thirteen (13) existing packaged rooftop HVAC units (including compressor oil and refrigerant per EPA guidelines) serving the Langley Community center.
3. Demo, remove and dispose of the two (2) existing packaged rooftop HVAC units (including compressor oil and refrigerant per EPA guidelines) serving the Sierra Vista Building.

4. Furnish and install the new Carrier packaged rooftop HVAC replacement units ("New Units") with airflow similar to existing units in the same locations as existing packaged rooftop HVAC units.
5. The New Units shall consist of:
 - a. City Hall/Police Department:
 - i. Two (2) units - Nominal 2 Ton Gas Heat/Elec Cooling Pkg RTU, 208/1, 40,000 Btuh, Low NOx Unit, Field Installed Manual Outside Air Damper
 - ii. Two (2) units - Nominal 2.5 Ton Gas Heat/Elec Cooling Pkg RTU, 208/1, 40,000 Btuh, Low NOx Unit, Field Installed Manual Outside Air Damper
 - iii. Two (2) units - Nominal 3 Ton Gas Heat/Elec Cooling Pkg RTU, 460-3-60, Low NOx, Medium Heat, Stainless Steel Heat Exchanger, Medium Static Option - Belt Drive, Field Installed Manual Outside Air Damper
 - iv. Three (3) units - Nominal 4 Ton Gas Heat/Elec Cooling Pkg RTU, 460-3-60, Low NOx, Medium Heat, Stainless Steel Heat Exchanger, Medium Static Option - Belt Drive, Field Installed Manual Outside Air Damper
 - v. Six (6) units - Nominal 5 Ton Gas Heat/Elec Cooling Pkg RTU, 460-3-60, Low NOx, Medium Heat, Stainless Steel Heat Exchanger, Medium Static Option - Belt Drive, Field Installed Economizer
 - vi. Eleven (11) units - Nominal 7.5 Ton Gas Heat/Elec Cooling Pkg RTU, 460-3, Low Heat Two stage cooling models, Medium Static Option - Belt Drive, Field Installed Economizer
 - vii. Two (2) units - Nominal 10 Ton Gas Heat/Elec Cooling Pkg RTU, 460-3, Low Heat Two stage cooling models, Medium Static Option - Belt Drive, Field Installed Economizer
 - b. Langley Community Center:
 - i. Two (2) units - Nominal 3 Ton Gas Heat/Elec Cooling Pkg RTU, 208/230-3, Low NOx, Medium Heat, Stainless Steel Heat Exchanger, Medium Static Option - Belt Drive, Field Installed Manual Damper
 - ii. Two (2) units - Nominal 3 Ton Heat Pump Pkg RTU, 208/230-3-60, Standard One-Stage Cooling Refrigeration Coil, Medium Static Option Belt Drive, Field Installed Manual Damper
 - iii. Two (2) units - Nominal 5 Ton Heat Pump Pkg RTU, 208/230-3-60, Standard One-Stage Cooling Refrigeration Coil, Medium Static Option Belt Drive, Field Installed Economizer
 - iv. Two (2) units - Nominal 6 Ton Gas Heat/Elec Cooling Pkg RTU, 208/230-3, Medium Heat, Heat Exchanger, Medium Static Option - Belt Drive, Field Installed Economizer

- v. Two (2) units - Nominal 7.5 Ton Gas Heat/Elec Cooling Pkg RTU, 208/230-3, Low Heat Two stage cooling models, Medium Static Option - Belt Drive, Field Installed Economizer
 - vi. Three (3) units - Nominal 10 Ton Heat Pump Pkg RTU, 208/230-3-60, Two-Stage Cooling Refrigeration Coil, Medium Static Option Belt Drive, Field Installed Economizer
- c. Sierra Vista Building:
- i. Two (2) units - Nominal 5 Ton Heat Pump Pkg RTU, 208/230-1-60, Standard One-Stage Cooling Refrigeration Coil, Electric Drive X13 (Direct Drive), Field Installed Economizer
6. The New Units shall have stand-alone DDC unit controllers with BACnet communication interface capability at Langley Community Center and Sierra Vista Building.
 7. The New Units shall have 5-year limited heat exchanger warranty, 5-year limited compressor warranty, and 1-year limited component warranty.
 8. Reconnect existing electrical power, gas piping, supply/return ductwork, condensate piping to New Units.
 9. Furnish and install p-traps for condensate piping. Route condensate piping to nearest roof drain.
 10. Furnish and install supply and return duct transitions above roof line for New Units as needed.
 11. The new duct transitions shall be constructed of insulated galvanized sheet metal in accordance with SMACNA Guidelines & ASHRAE Standards.
 12. Furnish and install new NEMA-3R fused disconnect switches for the New Units.
 13. Provide commissioning/start-up for the New Units.
 14. Receive, unload and properly store New Units and required material at job site prior to installation.
 15. Verify airflows of new HVAC systems at unit only.
 16. Provide stamped construction drawings for installation of mechanical work.
 17. Provide operational training on Equipment.

Exclusions:

1. ADA upgrades not specifically listed in this scope of work
2. Removal or installation of fire life safety equipment. SIEMENS will coordinate with clients consultant for any work related to SIEMENS work.
3. Major structural work such as reinforcing of structural members below the roof line was not anticipated during the development of this project and is excluded from the cost of the project.
4. Due to existing space restrictions, SIEMENS is not responsible for clearance requirements.

1.2.4 Install New Siemens DESIGO Control System

SIEMENS will:

1. Furnish and install a workstation and monitor with Siemens DESIGO CC software and graphics at city hall
2. Network IP address to be furnished by city IT for each location at City Hall/Police Department, Langley Community Center and Sierra Vista Building.
3. Integrate the following points in to the Siemens controls system
 - a. City Hall/Police Department:
 - i. (29) roof top units – add fan start/stop, fan status, supply temp, and room temp points
 - ii. (2) supply fans – add start/stop/status points
 - iii. (12) exhaust fans – add start/stop/status points
 - iv. (3) fan coils – add alarm temp point
 - b. Langley Community Center:
 - i. (14) roof top units - add fan start/stop, fan status, supply temp, and room temp points
 - ii. (2) CO2 sensors for large common areas
 - iii. (3) exhaust fans
 - c. Sierra Vista Building:
 - i. (2) roof top units - add fan start/stop, fan status, supply temp, and room temp points
 - ii. (1) exhaust fan – add start/stop/status point

1.2.5 Water Meter Replacement

The CLIENT has already installed a Metron AMR System on a select group of meters throughout the City. These meters are being read by the Metron Drive-by System purchased by the CLIENT. This project includes the replacement of the remaining non-AMR meters, with Metron water meters and AMR transmitters, including the following:

- Water meters with innov8 registers (or equivalent) at service addresses for meters up to 2" in size as listed in the table below.
- 3 innov8 Registers for commercial meters that do not currently have the transmitters in place.

Meter quantities, as determined on February 5, 2014 from usage files provided by the Client.

Table 1.2.2: Water Meter Quantities

Item #	Item Description	Quantity
1	5/8" X 3/4" Spectrum S30D Meter with Innov8 Register	18
2	3/4" Spectrum S30D Meter with Innov8 Register	7,935
3	1" Spectrum 50D Meter with Innov8 Register	1,618
4	1.5" Spectrum 88D Meter with Innov8 Register	897
5	2" Spectrum 130D Meter with Innov8 Register	274
6	4" Innov8 Register for existing meter installed	1

Page 5 of 8

Exhibit A - Scope of Work and Services
City of Monterey Park, CA

7	6" Innov8 Register for existing meter installed	1
8	8" Innov8 Register for existing meter installed	1
TOTAL		10,745

- Training is not required as part of this project. The CLIENT is already using the Metron Drive-by System.
- The existing software program is capable of reading the new meters to be installed. It is already reading the Metron AMR meters that were installed by the CLIENT.
- Siemens will manage the download of all billing data required to complete the meter replacement program and the upload of all critical billing account data back into the billing system once the installation of the new AMR meter is completed;
- Commissioning/verification of the system;
- Operations & Maintenance manuals to include:
 - Equipment Specification Sheets for each component installed including meters and endpoints
 - Operation, maintenance, and training manuals, in both paper and electronic format, for the equipment listed above.
 - Warranty Information on all Metron provided equipment and components.

SIEMENS shall also include:

- Dig up box reposition for install where necessary;
- Cut concrete/asphalt to access meter within two feet of meter box where necessary;
- Replace curb stop where necessary;
- Repair line breaks within 2 feet of meter where necessary;

It is understood by SIEMENS that the components of the new AMR system will properly fit inside of CLIENT's meter pit environment where applicable unless lay-length or other rework is specifically stated in the scope of work.

SIEMENS installation will be based on the meter quantities listed in Table 1.2.2 above as provided by the CLIENT. If any changes in water meter quantities occur, SIEMENS reserves the right to develop and price these additional changes to the Scope of Work and will provide CLIENT with revised cost and savings calculations.

The final reading of the old meter pulled will be provided from the direct read dial face of the meter. If the reading is illegible due to dial face condition, SIEMENS will break the glass of the dial face to get the final reading.

Meter Access Procedure for the Project is outlined below:

- SIEMENS will attempt to access the meter a total of 3 times with a minimum of 24 hours between each access attempt.

- On each of the three access attempts, SIEMENS will "tag" the door with information on how to contact SIEMENS to allow access to meter in order to perform work.
- Each attempt to access the meter will be documented with a date and time – recorded electronically into the SIEMENS database
- After the third documented attempt, SIEMENS will submit inaccessible account to CLIENT for access assistance.
- CLIENT will take reasonable actions, including phone calls, PR announcements, and finally discontinuing water service, as a means to gain access to the inaccessible facility
- If the account remains inaccessible for a period not to exceed 15 business days following submission to CLIENT, the account will be deemed permanently inaccessible and removed from the project scope.

SIEMENS will coordinate closely with the CLIENT staff for scheduling and workflow as each route is installed. Install crews will document the customer account number, service address, serial number, size, and the final reading from the existing register prior to removal; and will document the new meter serial number, new meter size, and configure, program and verify communication of each new set upon installation. As each route is completed, the commissioning and acceptance plan described will be performed to verify proper performance.

A successful and complete meter installation is defined as any meter installed to manufacturer specifications where the data has been accurately transferred into utility billing database and reads one or more times electronically on the reading network.

At the point of a successful and complete meter installation, the installation labor warranty begins and system benefits may be realized.

Upon Completion of each route in CLIENT's system, SIEMENS shall notify CLIENT in writing and request a Certificate of Substantial Completion for that route. CLIENT shall, within 15 working days, inspect the Work to determine its status of completion. If CLIENT does not consider work to be substantially complete it shall notify SIEMENS in writing, giving the reasons therefore. If CLIENT considers the Work to be substantially complete, CLIENT shall develop a list of items to be completed or corrected ("punch list") and execute a Certificate of Substantial Completion provided by SIEMENS.

WATER METER WARRANTY NOTE: SIEMENS' one-year warranty begins upon acceptance of the substantial completion of each meter route, and covers all labor and equipment. At the end of the SIEMENS warranty period, the equipment warranty provided by the manufacturer, which will be assigned to the CLIENT, will be the sole warranty in effect. The labor to install the equipment will be the CLIENT'S responsibility. A copy of the manufacturer's warranty will be provided to the CLIENT.

- 1.3 Technical Specifications, Drawings, and Exhibits:** The Work shall be performed in accordance with the following specifications, drawings and other attachments hereto, which are specifically incorporated herein and made part hereof:

Exhibit A - Scope of Work and Services
City of Monterey Park, CA

- 1.3.1 Interior Lighting Audit – Exhibit C - Appendix 5
- 1.3.2 Exterior Lighting Audits – Exhibit C - Appendix 6
- 1.3.3 Water Meter Account List – Exhibit C - Appendix 1
- 1.3.4 Drawings provided by the CLIENT - Exhibit C – Appendix 9
- 1.3.5 City Standard Specifications – Exhibit C – Appendix 10

- 1.4 **CITY'S Responsibilities:** Please see Article 6 of the Agreement and Article 3 of Exhibit C.

Article 2: Work Implementation Period

SIEMENS shall commence the Work within thirty (30) calendar days after receiving a Notice to Proceed from CLIENT, shall perform the Work diligently, and shall complete the Work no later than 457 calendar days (15 months) from the day of commencement.

Article 3: Scope of Services-Performance Assurance Services Program

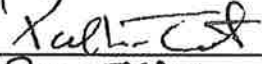
SIEMENS will manage the Performance Guarantee consistent with the Agreement and Exhibit C. SIEMENS will provide an Annual Performance Assurance Report ninety (90) days after the end of each Annual Period.

Article 4: Scope of Services-Maintenance Services Program

CLIENT has elected to self-implement maintenance. Therefore SIEMENS shall not perform any on-going maintenance services, although the Parties may negotiate a separate agreement for such services at a later date. CLIENT agrees that it will maintain the equipment per manufacturer specifications and that it will operate the Equipment in accordance with the Contracted Baseline described in Article 7 of Exhibit C. If CLIENT fails to properly maintain or operate the Equipment, SIEMENS shall have the right to modify the Performance Guarantee pursuant to Article 4 of the Agreement.

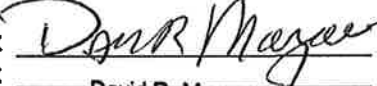
By signing below, this Exhibit A is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: City of Monterey Park

Signature: 
Printed Name: PAUL TAYLOR
Title: CITY MANAGER
Date: 9/19/14

SIEMENS: Siemens Industry, Inc.

Signature: 
Printed Name: PETER KAMPS
Title: VICE PRESIDENT
Date: FINANCE & BUSINESS ADMINISTRATION
9/22/14

Signature: 
Printed Name: David R. Mangano
Title: Sr. Vice President
Date: Field Operations

Approved By Legal



Helen Helfets

Exhibit B – Payment Schedules
City of Monterey Park

Date:

Exhibit B – Payment Schedules
City of Monterey Park

Article 2: Payment for Performance Assurance Services Program (PASP)

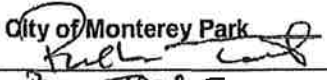
- 2.1 **Price:** As full consideration of the Services as described in Exhibit A, Article 3, the CLIENT shall pay to SIEMENS the amounts identified in Table B.2 plus taxes, if applicable, on the dates identified therein.
- 2.2 **Performance Assurance Services Program Term:** The term of the PASP shall commence on the Guarantee Date and shall extend for either: (a) the term of the Performance Guarantee Period where multi-year obligations are allowed; or (b) for twelve (12) month periods corresponding to the term of each Annual Period.
- 2.3 **Automatic Renewal:** Where the PASP term is limited to an Annual Period, the PASP shall automatically renew for successive Annual Periods beginning on the anniversary date of Guarantee Date. Either party may request to amend the PASP at the end of an Annual Period by giving the other party at least sixty (60) days prior written notice of such amendments and such amendment shall be mutually negotiated by the Parties and effective upon a written amendment signed by both Parties prior to commencement of the next Annual Period. Each automatic renewal shall be and remain subject to the terms and conditions of this Agreement. SIEMENS obligations under the Performance Guarantee are dependent upon and subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period.

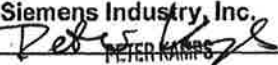
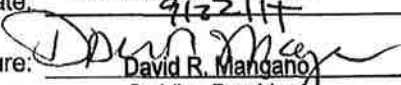
2.4 **Termination:** See Section 4.7 of the Agreement.

Table B.2 – Performance Assurance Program Payment Schedule

Date	Annual Payments (\$)	Notes
Annual Period 1	37,748	M&V cost for facility FIMs and Water Meter
Annual Period 2	23,465	M&V for Water Meters
Annual Period 3	24,163	M&V for Water Meters
Annual Period 4	24,881	M&V for Water Meters
Annual Period 5	25,621	M&V for Water Meters
Annual Period 6	28,255	M&V for Water Meters
Annual Period 7	31,022	M&V for Water Meters
Annual Period 8	33,928	M&V for Water Meters
Annual Period 9	36,212	M&V for Water Meters
Annual Period 10	39,390	M&V for Water Meters
Annual Period 11	42,723	M&V for Water Meters
Annual Period 12	45,383	M&V for Water Meters
Annual Period 13	49,023	M&V for Water Meters
Annual Period 14	52,838	M&V for Water Meters
Annual Period 15	55,924	M&V for Water Meters

Article 2 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

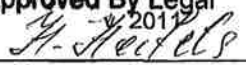
CLIENT: City of Monterey Park
Signature: 
Printed Name: Paul Tarbot
Title: City Manager
Date: 9/19/14

SIEMENS: Siemens Industry, Inc.
Signature: 
Printed Name: PETER KIMES
Title: VICE PRESIDENT
Date: 9/22/14
Finance & Business Administration
Signature: 
Printed Name: David R. Mangano
Title: Sr. Vice President
Date: 9/22/14
Field Operations

Page 3 of 4

Siemens Industry, Inc., Building Technologies Division
Exhibit B - Payment Schedules

Approved By Legal


Helen Heifets

The following Articles and Tables are hereby included and made part of this Exhibit C:

Article 1: Summary of Articles and Total Guaranteed Savings

Article 1	Summary of Articles and Total Guaranteed Savings
Article 2	Measurement and Verification Options
Article 3	Performance Guarantee Period Responsibilities of CITY
Article 4	Measurement and Verification Plan
Article 5	Baseline Data
Article 6	Utility Rate Structures and Escalation Rates
Article 7	Contracted Baseline Data
Appendix 1	Baseline Meter Account List
Appendix 2	Meter Testing Data
Appendix 3	Baseline Consumption Data by Meter Size
Appendix 4	Current Rate Structures for Water and Sewer Services
Appendix 5	Room by Room Lighting Audits and Run Hours
Appendix 6	Fixture by Fixture Exterior Lighting Audits and Run Hours
Appendix 7	HVAC Bin Calculations
Appendix 8	Controls Bin Calculations
Appendix 9	Drawings provided by the Client
Appendix 10	City standard specifications

Table 1.1 – Total Guaranteed Savings (Units)

Performance Period	Electric Energy Saved (kWh)	Electric Power Saved (kW)	Natural Gas Saved (Therms)	No. 2 Fuel Oil Saved (Gallons)	Water Saved (100 Cu Ft)	Billable Water Usage Increase [1] (100 Cu Ft)
Construction						0
Annual Period 1	645,026	709				162,249
Annual Period 2	645,026	709				173,871
Annual Period 3	645,026	709				185,493
Annual Period 4	645,026	709				197,114
Annual Period 5	645,026	709				208,736
Annual Period 6	645,026	709				213,743
Annual Period 7	645,026	709				218,750
Annual Period 8	645,026	709				223,757
Annual Period 9	645,026	709				228,763
Annual Period 10	645,026	709				233,770
Annual Period 11	645,026	709				233,770
Annual Period 12	645,026	709				233,770
Annual Period 13	645,026	709				233,770
Annual Period 14	645,026	709				233,770
Annual Period 15	645,026	709				233,770
TOTAL	9,675,394	10,631				3,215,096

[1] "**Billable Usage Increase**" means the additional gallons or dollars that are generated by the installation of the Automated Meter Reading (AMR) system. This value is calculated by using the Baseline consumption for the meter population, the existing utility rates, and the existing and proposed meter accuracy test results as described in this Performance Assurance, Exhibit C.

- 1.1 Table 1.1 shows the CITY'S billable water usage increase in the units of hundred cubic feet for each year of the Agreement. Table 1.2 shows the billable usage increase in dollars per year. These values are calculated using the units in Table 1.1 and multiplying by the appropriate water and sewer rate structures including the stipulated Escalation Rates found in Article 6. Table 1.2 shows the CLIENT'S Operational Savings and Capital Cost Avoidance Savings in dollars which are described in detail in the Tables 2.1, 2.2 and 2.3.

Table 1.2 – Total Guaranteed Savings (Cost)

Performance Period	Energy/Utility Savings \$	Billable Usage Increase \$	Operational Savings \$	Total Savings \$
Construction	\$0	\$0	\$0	\$0
Annual Period 1	\$61,019	\$338,243	\$320,000	\$719,262
Annual Period 2	\$64,069	\$398,105	\$321,950	\$784,124
Annual Period 3	\$67,273	\$466,558	\$323,959	\$857,790
Annual Period 4	\$70,637	\$544,720	\$326,027	\$941,384
Annual Period 5	\$74,168	\$633,848	\$328,158	\$1,036,175
Annual Period 6	\$77,877	\$634,579	\$330,353	\$942,809
Annual Period 7	\$81,771	\$546,233	\$332,613	\$960,617
Annual Period 8	\$85,859	\$557,887	\$334,942	\$978,688
Annual Period 9	\$90,152	\$569,540	\$337,340	\$997,032
Annual Period 10	\$94,660	\$581,194	\$339,810	\$1,015,664
Annual Period 11	\$99,393	\$581,194	\$342,355	\$1,022,942
Annual Period 12	\$104,362	\$581,194	\$344,975	\$1,030,531
Annual Period 13	\$109,580	\$581,194	\$347,674	\$1,038,448
Annual Period 14	\$115,059	\$581,194	\$350,455	\$1,046,708
Annual Period 15	\$120,812	\$581,194	\$353,318	\$1,055,324
TOTAL	\$1,316,692	\$8,076,876	\$5,033,929	\$14,427,498

- 1.2 Table 1.2 shows the CITY'S guaranteed cost Savings for each Annual Period that are extrapolated from the guaranteed energy/utility unit Savings shown in Table 1.1 by multiplying the energy/utility Savings by the Baseline energy/utility rates including the stipulated Escalation Rates found in Article 6.
- 1.3 a) SIEMENS cannot and does not predict fluctuations in utility rates or the cost of energy. Therefore, the CITY and SIEMENS agree that the energy/utility cost Savings for each Annual Period will be calculated by multiplying the verified units of energy/utility Savings by the Annual Period's stipulated energy/utility rate and Escalation Rates and not the Annual Period's actual utility rate.
- b) SIEMENS cannot and does not predict fluctuations in water and sewer rates. Therefore, the CITY and SIEMENS agree that the billable usage increase in dollars for each Annual Period will be calculated by multiplying the verified units of billable usage increase in kgals by the Annual Period's stipulated water and sewer rates and Escalation Rates, Table 6.1, and not the Annual Period's actual water and sewer rates.
- 1.4 The determination of energy/utility Savings will follow current best practice, as defined in the IPMVP, or the FEMP Guidelines where required, unless otherwise agreed to by the Parties.

- 1.5 The Performance Guarantee does not operate to guarantee the Savings per-FIM. Rather, the calculation of Savings is based on aggregate performance of all of the FIMs contained in the Project. The projected value of such aggregate performance is contained in Table 1.2 above representing the Total Guaranteed Savings as monetized.
- 1.6 Nothing herein should be construed as to guarantee the actual billable usage increase dollars as derived from the tracking of the previously unbilled water usage. Variables such as decreases in water rates, reduction in overall consumption by the residents of the CITY, or weather conditions may adversely affect the billable usage increase dollars that are realized by the CITY despite having realized the level of water metering as guaranteed by SIEMENS. SIEMENS GUARANTEES THE PREVIOUSLY UNBILLED WATER WILL BE METERED. SIEMENS DOES NOT GUARANTEE THAT THE PREVIOUSLY UNBILLED WATER WILL ACTUALLY EQUATE TO THE DOLLAR SET FORTH IN TABLE 1.2 AS SIEMENS CANNOT PREDICT OR CONTROL WATER RATES.
- 1.7 The determination of the annual weighted average accuracy of the test sample will follow current best practices, as defined by FEMP Guidelines and the AWWA Manual of Practice M6, unless otherwise agreed by the Parties.

Article 2: Measurement and Verification ("M&V") Options

- 2.1 There are five options to M&V energy/utility Savings: Option A - Retrofit Isolation: Key Parameter Measurement; Option B - Retrofit Isolation: All Parameter Measurement; Option C - Whole Facility; and, Option D - Calibrated Simulation. Options A through and including D are part of the IPMVP. Option E-Stipulated is based on industry accepted engineering standards and is the Option used for purposes of calculating Operational Savings.

Option A - Retrofit Isolation: Key Parameter Measurement. Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the FIM's affected system(s) and/or the success of the Project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter and the length of the reporting period. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the estimated parameter is required. The plausible savings error arising from estimation rather than measurement is evaluated. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option B – Retrofit Isolation: All Parameter Measurement. Savings are determined by field measurement of the energy use of the FIM-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the savings and the length of the reporting period. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option C - Whole Facility: Savings are determined by measuring energy use at the whole Facility or sub-Facility level. Continuous measurements of the entire Facility's energy use are taken throughout the reporting period. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option D - Calibrated Simulation: Savings are determined through simulation of the energy use of the whole Facility, or of a sub-Facility. Simulation routines are demonstrated to adequately model actual energy performance measured in the Facility. This Option usually requires considerable skill in calibrated simulation. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option E – Stipulated: This Option is the method of measurement and verification applicable to FIMS consisting either of Operational Savings or where the end use capacity or operational efficiency; demand, energy consumption or power level; or manufacturer's measurements, industry standard efficiencies or operating hours are known in advance, and used in a calculation or analysis method that will stipulate the outcome. Both CITY and SIEMENS agree to the stipulated inputs and outcome(s) of the analysis methodology. Based on the established analytical methodology the Savings stipulated will be achieved upon completion of the FIM and no further measurements or calculations will be performed during the Performance Guarantee Period. If applicable, the methodology and calculations to establish Savings value will be defined in Section 4.6 of this Exhibit C.

- 2.2 Table 2.1 below summarizes the first Annual Period's Guaranteed Savings (See Article 1, Tables 1.1 and 1.2) utilizing the applicable Measurement and Verification Options as applied to the referenced FIMS valued pursuant to the agreed upon amounts identified in Article 6 hereof.

Table 2.1 – Savings for First Annual Period by M&V Option

FIM	Energy/Utility Savings \$						Operational Savings \$	Total Savings \$
	M&V Options							
	A Retrofit Isolation: Key Parameter Measurement	B Retrofit Isolation: All Parameter Measurement	C Whole Facility	D Calibrated Simulation	E Stipulated	Total Energy/Utility Savings	E Stipulated	
HVAC					\$25,967	\$25,967	\$75,000	\$100,967
Interior Lighting	\$9,893						0	\$9,893
Exterior Lighting	\$22,628					\$22,628	0	\$22,628
Controls					\$2,530	\$2,530	0	\$2,530
Water Meters	\$338,243					\$338,243	\$245,000	\$583,243
TOTALS	\$370,764				\$28,497	\$399,261	\$320,000	\$719,261

- 2.3 Table 2.2 identifies the source of Operational Savings defined and quantified by the Parties. The Parties affirm that such amounts are Stipulated Savings for purposes of calculating Annual Realized Savings and acknowledge that the

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Guaranteed Savings identified herein have been based on CITY'S affirmation.
**OPERATIONAL SAVINGS SHALL NOT BE MEASURED OR MONITORED
DURING THE PERFORMANCE GUARANTEE PERIOD.**

Table 2.2 - Source of Operational Savings

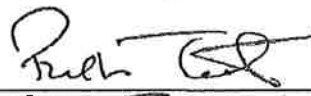
Account/Vendor	Description	Annual Cost \$	# of Annual Periods Savings Are Applied	Annual Period that Savings Commence
HVAC Replacements	Capital Cost Avoidance	\$75,000	15	1
Water Meters	Capital Cost Avoidance	\$180,000	15	1
Water Meters	Operational Savings (vehicles, vehicle maintenance, vehicle fuel and labor)	\$65,000	15	1
Total		\$320,000		

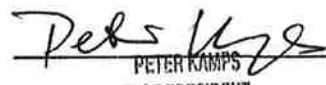
- 2.3 SIEMENS has explained to the CITY and the CITY has satisfied itself as to how Operational Savings are incorporated into the Annual Realized Savings.
- 2.4 The Escalation Factor applicable to the operational savings is 3%. There is no escalator for capital cost avoidance savings.

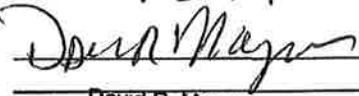
This Exhibit C, comprised of 25 pages plus Appendices, is attached to and made a part of the Agreement between SIEMENS and the CITY. BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE REVIEWED THE M&V OPTIONS AND THEIR APPLICATION TO CALCULATING SAVINGS UNDER THE AGREEMENT.

CITY: City of Monterey Park

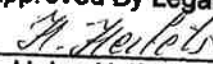
SIEMENS: Siemens Industry, Inc.

Signature: 
Printed Name: PAUL TABOR
Title: CITY MANAGER
Date: 9/19/14

Signature: 
Printed Name: PETER KAMPS
Title: VICE PRESIDENT
Date: 9/23/14
FINANCE & BUSINESS ADMINISTRATION

Signature: 
Printed Name: David R. Mangano
Title: Sr. Vice President
Date: Field Operations

Approved By Legal


Helen Heifets

Article 3: Performance Guarantee Period Responsibilities of the CITY

In addition to the CITY'S responsibilities under Article 6 of the Agreement, this Article details the responsibilities of the CITY in connection with the management and administration of the Performance Guarantee.

- 3.1 The CITY will provide a representative at each Facility to coordinate work and provide required data described below.
- 3.2 The CITY will provide SIEMENS with accurate Facility operating information (as listed below and Article 7 of this Exhibit C) during each Annual Period, and within thirty (30) days of any Material Change that may increase or decrease energy/water usage.
 - a) Annually provide monthly number of water meter accounts;
 - b) Annually provide monthly database records of billing information including but not limited to metering dates, billing date, billed water, billed cost, meter size, meter number and address within local, state and federal privacy limitations. This information shall only be used for the sole purposes of this Agreement;
 - c) Annually provide copies of all water and sewer rate schedules used for billing during the previous 12 month period if changed from the previous year; and
 - d) Annually provide monthly purchased, pumped, and/or distributed water volumes from the water plant records.
- 3.3 CITY will provide SIEMENS with the following data within thirty (30) days of receipt by CITY or provide access to utility vendor information.
 - a) Number of water meter accounts by size;
 - b) Summary billing information on the amount of water sold by meter size; and
 - c) Water volume purchased, pumped and distributed from the water plant records.
- 3.4 If applicable, the CITY will provide SIEMENS with copies of utility bills within thirty (30) days of receipt by the CITY or provide access to utility vendor information to allow SIEMENS to include a utility bill analysis in the Annual Performance Assurance Report. The utility bill analysis does not take the place of the Measurement and Verification Plan identified in Article 4 of this Exhibit C and is not used to measure the Project's performance.
- 3.5 If required for the Work, CITY will provide telephone/data remote access, through SIEMENS Insight® software package or otherwise, as SIEMENS reasonably requests. All charges related to telephone/data line installation, activation and communication services are the responsibility of the CITY.
- 3.6 If required for the Work, CITY will provide and coordinate utility meter upgrade for interface with SIEMENS metering and data collection. All charges related for these upgrades are the responsibility of the CITY.
- 3.7 Annually, CITY will assist with meter testing, including providing a listing of all meters installed in the system, providing access, and notification and scheduling of meter replacements.

Article 4: Measurement and Verification ("M&V") Plan

The following information is applicable to this Agreement:

- Article 4.1 General Overview
- Article 4.2 Option A - Retrofit Isolation: Key Parameter Measurement
- Article 4.3 Option B - Retrofit Isolation: All Parameter Measurement
- Article 4.4 Option C - Whole Facility
- Article 4.5 Option D - Calibrated Simulation
- Article 4.6 Option E – Stipulated-Energy/Utility Savings

4.1 General Overview –

The purpose of the M&V Plan is to identify the methods, measurements, procedures and tools that will be used to verify the Savings for each FIM which has energy/utility Savings. Savings are determined by comparing prior usage, consumption or efficiencies (defined as the "Baseline") against the post-FIM implementation usage, consumption or efficiencies. The Baseline usage, consumption or efficiencies are described in this Exhibit C, Article 5. The post-FIM implementation usage, consumption or efficiencies is defined as the "Contracted Baseline" and are described in this Exhibit C, Article 7.

4.2 Option A - Retrofit Isolation: Key Parameter Measurement

4.2.1 FIM: Interior Lighting Upgrade

Facilities

This FIM will be implemented at City Hall, Police Department and Fire Station #1.

Description

Savings generated by the Interior Lighting Upgrade FIM shall be based upon one-time before and after measurements. Energy savings will be calculated by taking sample wattage measurements on a specific sample size of the fixtures of each type before and after for each fixture retrofitted as listed in Appendix 5. The sample size will be determined based on 80% confidence and 20% accuracy levels. A wattage-per-fixture-type will be assigned based on these measurements. Each fixture's assigned wattage will be used in the lighting survey to calculate energy savings. Southern California Edison (SCE) wattages will be used for fixture codes when it is not feasible to take actual measurements, as in the case of fixtures with quantities of less than 50 throughout the facilities. Lighting Burn Hours used in the energy calculations for each fixture are based on agreed-upon hours outlined in Appendix 5.

Calculations

The following calculations determine the amount of annual electrical consumption savings for the Performance Guarantee Period:

Existing Lighting Power: [kW_{EX}]

$$((\# \text{ Fixtures})_{EX} \times (\text{Watts / Fixture})_{EX}) / (1,000 \text{ W/kW}) = \text{kW}_{EX}$$

Proposed Lighting Power: [kW_{PR}]

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$$((\# \text{ Fixtures})_{PR} \times (\text{Watts / Fixture})_{PR}) / (1,000 \text{ W/kW}) = \text{kW}_{PR}$$

Existing Lighting Energy Consumption: [kWh_{EX}]

$$(\text{kW}_{EX}) \times (\text{Annual Burn Hours}) = \text{kWh}_{EX}$$

Proposed Lighting Energy Consumption: [kWh_{PR}]

$$(\text{kW}_{PR}) \times (\text{Annual Burn Hours}) = \text{kWh}_{PR}$$

The following calculations will be performed on a facility-by-facility basis:

Annual Lighting Power Savings: [kW_{LGHT}]

$$\Sigma (\text{kW}_{EX}) - \Sigma (\text{kW}_{PR}) = \text{kW}_{LGHT}$$

Annual kW Demand Savings: [kW_{DMND}]

$$\text{kW}_{LGHT} \times (\text{Demand Months}) \times (\text{Demand Diversity Factor}) = \text{kW}_{DMND}$$

Annual Lighting Energy Consumption Savings: [kWh_{LGHT}]

$$\Sigma (\text{kWh}_{EX}) - \Sigma (\text{kWh}_{PR}) = \text{kWh}_{LGHT}$$

Annual Lighting Energy Cost Savings:

$$\text{\$ Savings} = \text{kWh}_{LGHT} \times \text{Electrical Energy Rate (\$/kWh)} + \text{kW}_{DMND} \times \text{Annual Average Demand Rate (\$/kW)}$$

Calculations Variables Index

Parameters	Value	Verification Method
Annual Burn Hours	See Appendix 5	Stipulated (Agreed upon - based on interviews with facility personnel, and published facility hours of operation)
Existing Fixture Power: (kW _{EX})	TBD	One time pre measurement
Existing Qty. of fixtures: (# of Fixtures) _{EX}	See Appendix 5	Designated (confirmed during audit)
Electrical Energy Rate: (\\$/kWh)	See Article 6	Scheduled Rate w/escalation
Electrical Demand Rate: (\\$/kW)	See Article 6	Scheduled Rate w/escalation
Proposed Fixture Power (kW _{PR})	TBD	One time post measurement
Proposed Qty. of fixtures: (# of Fixtures) _{PR}	See Appendix 5	Designated (confirmed during commissioning)

The reduction in operating hours will be assumed to be 30% for all the circuits where new occupancy sensors will be installed.

Demand diversity factor will be assumed to be 80% for all the circuits.

Measurement or Reference Tables

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v.122012

Average KW per Fixture Type Pre – Recommended Sample based on 80% confidence level and 20% margin of error (degree of accuracy)
Average KW per Fixture Type Post – Recommended Sample based on 80% confidence level and 20% margin of error (degree of accuracy)

Responsibility for CITY

- The Client will provide a representative for all facilities to coordinate work.
- Client will provide access to any area that contains equipment to be measured and/or verified.

SIEMENS will:

- Identify the amount and location of equipment to be measured and/or verified.
- Provide tools used in the Measurement & Verification process.
- Conduct all Measurement & Verification needed to calculate Savings.
- Provide the results of the Measurement & Verification process to CLIENT.

Specifications on Measurement Tools

The existing power (kW EX) and post retrofit power (kW PR) will be measured using a FLUKE Power Harmonics Analyzer. Volts, ampere, and power factor will also be measured, and these parameters will be used to calculate power and compare it with the measured power to ensure soundness of kW data for M&V calculations.

4.2.2 FIM: Exterior Lighting Upgrade

Facilities

This FIM will be implemented at the facilities and parks listed in Table 1.2.1 in Exhibit A.

Description

Savings generated by the Exterior Lighting Upgrade FIM shall be based upon one-time before and after measurements. Energy savings will be calculated by taking sample wattage measurements on a specific sample size of the fixtures of each type before and after for each fixture retrofitted as listed in Appendix 6. The sample size will be determined based on 80% confidence and 20% accuracy levels. A wattage-per-fixture-type will be assigned based on these measurements. Each fixture's assigned wattage will be used in the lighting survey to calculate energy savings. Southern California Edison (SCE) wattages will be used for fixture codes when it is not feasible to take actual measurements, as in the case of fixtures with quantities of less than 25 throughout the facilities. Lighting Burn Hours used in the energy calculations for each fixture are based on agreed-upon hours outlined in Appendix 6.

Calculations

The following calculations determine the amount of annual electrical consumption savings for the Performance Guarantee Period:

Existing Lighting Power: [kW_{EX}]

$$((\# \text{ Fixtures})_{EX} \times (\text{Watts} / \text{Fixture})_{EX}) / (1,000 \text{ W/kW}) = \text{kW}_{EX}$$

Proposed Lighting Power: [kW_{PR}]

$$((\# \text{ Fixtures})_{PR} \times (\text{Watts} / \text{Fixture})_{PR}) / (1,000 \text{ W/kW}) = \text{kW}_{PR}$$

Existing Lighting Energy Consumption: [kWh_{EX}]

$$(\text{kW}_{EX}) \times (\text{Annual Burn Hours}) = \text{kWh}_{EX}$$

Proposed Lighting Energy Consumption: [kWh_{PR}]

$$(\text{kW}_{PR}) \times (\text{Annual Burn Hours}) = \text{kWh}_{PR}$$

The following calculations will be performed on a facility-by-facility basis:

Annual Lighting Power Savings: [kW_{LGHT}]

$$\Sigma (\text{kW}_{EX}) - \Sigma (\text{kW}_{PR}) = \text{kW}_{LGHT}$$

Annual Lighting Energy Consumption Savings: [kWh_{LGHT}]

$$\Sigma (\text{kWh}_{EX}) - \Sigma (\text{kWh}_{PR}) = \text{kWh}_{LGHT}$$

Annual Lighting Energy Cost Savings:

$$\text{\$ Savings} = \text{kWh}_{LGHT} \times \text{Electrical Energy Rate (\$/kWh)}$$

Calculations Variables Index

Parameters	Value	Verification Method
Annual Burn Hours	See Appendix 6	Stipulated (Agreed upon - based on interviews with facility personnel, and published facility hours of operation)
Existing Fixture Power: (kW _{EX})	TBD	One time pre measurement
Existing Qty. of fixtures: (# of Fixtures) _{EX}	See Appendix 6	Designated (confirmed during audit)
Electrical Energy Rate: (\\$/kWh)	See Article 6	Scheduled Rate w/escalation
Proposed Fixture Power (kW _{PR})	TBD	One time post measurement
Proposed Qty. of fixtures: (# of Fixtures) _{PR}	See Appendix 6	Designated (confirmed during commissioning)

Measurement or Reference Tables

Average KW per Fixture Type Pre – Recommended Sample based on 80% confidence level and 20% margin of error (degree of accuracy)

Average KW per Fixture Type Post – Recommended Sample based on 80% confidence level and 20% margin of error (degree of accuracy)

Responsibility for CITY

- The Client will provide a representative for all facilities to coordinate work.
- Client will provide access to any area that contains equipment to be measured and/or verified.

SIEMENS will:

- Identify the amount and location of equipment to be measured and/or verified.
- Provide tools used in the Measurement & Verification process.
- Conduct all Measurement & Verification needed to calculate Savings.
- Provide the results of the Measurement & Verification process to CLIENT.

Specifications on Measurement Tools

The existing power (kW EX) and post retrofit power (kW PR) will be measured using a FLUKE Power Harmonics Analyzer. Volts, ampere, and power factor will also be measured, and these parameters will be used to calculate power and compare it with the measured power to ensure soundness of kW data for M&V calculations.

4.2.3 FIM: Automatic Meter Reading

Facilities

This FIM will be implemented City-wide.

Description

The Performance Guarantee applicable to this FIM and to the M&V process for this FIM is that a new, positive displacement, residential water meter will mechanically wear in response to two primary factors: 1) the amount of cumulative water and 2) age. Meters with greater amounts of cumulative water measured at any given time are likely to be less accurate than meters with lower accumulated reading due to increased wear accompanying the increased amount of measured water. Age is also a contributing factor in meter accuracy. In the M&V phase, the bulk of the meters will be the same age, thus targeting high cumulative flow meters is justified in addition to a sampling approach for the total population of meters.

Meter testing will be performed on a sampling of residential meters (5/8", 3/4", 1.5" and 2") meters annually to confirm that the meters maintain the desired level of accuracy. The quantity of meters to be tested by size for each year is listed in Table 4.2b below.

Refer to the Guaranteed Accuracy tables, Table 5.7 – Existing Meter Accuracy, and Table 7.2 – Proposed Meter Accuracy. The meter information will be tested

to AWWA standards and the sampling approach provides a high confidence level that the meters are maintaining the desired accuracies.

Annually, throughout the Performance Guarantee Period, the CITY will provide a randomized composite list of current meters in electronic format. SIEMENS will remove, replace and test a sample of these meters for accuracy. The meters will be randomly selected based on a sort of the meter's cumulative water (water measured over its lifetime) such that the sample is representative of the entire meter population with meters in the low, intermediate and high cumulative flow levels.- The sampling guidelines of Table 4.2a will be used to select the appropriate number of meters to be tested.

The accuracy tests will be based on AWWA standards for testing residential water meters per AWWA Manual M6. The formulation for that testing is as follows:

For a true test of a water meter at all flow rates, AWWA standards recommend first testing low, medium, and high flow rates and then calculating the aggregate meter efficiency by weighted formula. The three test points (High, Med, and Low flow) are weighted 15%, 70%, and 15%. The formula for meter accuracy is as follow:

$$\begin{aligned} & (15\% \times \text{Measured Efficiency @ High flow}) \\ & + (70\% \times \text{Measured Efficiency @ Medium flow}) \\ & + (15\% \times \text{Measured Efficiency @ Low flow}) \\ & \text{Average Weighted Efficiency of the Meter*} \end{aligned}$$

(*reference: AWWA Meter Manual M6, Fourth Edition; pg 60, "Meter Testing")

The tested meters will be subsequently returned to the water authority for use as future maintenance replacements, reactivations, or for new customer accounts if the tested condition is within acceptable meter performance parameters as determined by SIEMENS. Otherwise the tested meters will be returned to the manufacturer for repair under warranty and then returned to the CITY's inventory.

The sample size for the random testing is selected to correspond to an 80% confidence level and a 20% precision level as a starting point. The specific selection of these meters is performed by a random number generator that arbitrarily selects accounts from the Baseline meter account list.

Table 4.2a Sampling Guidelines	
Confidence	80%
Precision	20%
Population	Number of Samples
1	1
2	2
3	3
4	3
5-6	4
7-9	5
10-13	6
14-19	7
20-29	8
30-49	9
50-110	10
>110	11

The total count of meters to be tested is the algebraic sum of the targeted sample and the random sample. For this project the following number of meters will be tested annually:

Table 4.2b

Residential - Annual M&V Test Sample Size				
Year	5/8" and/or 3/4" Meters Quantity To Be Tested	1.5" Meters Quantity To Be Tested	2" Meters Quantity To Be Tested	Totals
1	2	6	3	11
2	2	6	3	11
3	2	6	3	11
4	2	6	3	11
5	2	6	3	11
6	2	7	4	13
7	2	8	5	15
8	2	9	6	17
9	3	10	6	19
10	4	11	7	21
11	5	12	8	23
12	4	13	8	25
13	4	14	9	27
14	4	15	10	29
15	5	16	10	31
TOTALS	42	145	88	275

If the meters tested within any Annual Period are above the guaranteed accuracy listed in Table 7.2 – Proposed Meter Accuracy, the meter accuracy will be deemed acceptable. In the event that the average tested meter accuracy is below the guaranteed accuracy, SIEMENS will conduct a review of the test data. Any meter that tests below the manufacturer's accuracy guarantee will be replaced through the manufacturer's warranty process. The test results will be removed from the average and an additional round of testing at SIEMENS' expense will be conducted to determine if the meters are reading inaccurately or if there is a warranty issue with the meters.

If the additional testing is performed and SIEMENS determines that the results do not prove to be equal or greater than the guaranteed accuracy, SIEMENS may discontinue the testing and enter into the issue resolution process. If the meters are performing below the manufacturers warranted accuracy range, SIEMENS will assist CITY with obtaining replacement meters through the warranty process with the manufacturer. If the meters are performing below the guaranteed accuracy, but within the manufacturers warranted accuracy range, SIEMENS will accept the financial responsibility as calculated in the Annual Performance Assurance Report. The revenue calculation will be based on the difference between the guaranteed accuracy as defined in Table 7.2 – Proposed Meter Accuracy and the results of the sample testing for that Annual Period. The

revenue calculation will be based on the dollar rate schedule contained in the Baseline data listed below in Table 6.1 – Water Rate Structures.

As mentioned, the calculation of total additional water billed resulting from the FIM will be based on a comparison between the average efficiency of the old meter population (those meters in the Baseline) and the tested efficiency of the new meters. The increase in efficiency (differential meter efficiency) is multiplied by the Baseline annual cumulative water for the system or meter size grouping, as applicable. The result is the amount of recaptured water for the system or that meter group. This process is repeated for each meter group in the Baseline listing, if applicable. The sum of these amounts of reclaimed water is the total amount of unbilled water under the Performance Guarantee. This calculated amount of reclaimed water is compared to the amount of reclaimed water guaranteed. If the calculated amount is higher than the guaranteed accuracy, then the Performance Guarantee is deemed achieved for that Annual Period.

Any sewerage revenue associated with the reclaimed water calculated will be included in any revenue reconciliation and is considered part of the Performance Guarantee. This approach ensures the CITY that the projected performance will be maintained throughout the term of the Performance Guarantee Period.

The data presented below are key parameters that affected the amount of consumption included in the baselines for this project. They are for information purposes only and do not impact the guarantee for this project.

Population, installed meters and the interaction of the two are the key indicators that the capability of the water system to sell water is maintained.

If the population increases, it is reasonable to assume that the water consumption may increase. Alternately, if the population decreases, it is reasonable to assume water consumption may decrease through no fault of SIEMENS.

Baseline Installed meters = 10,745*

*3 included in the total are Innov8 registers only

These meters are included in the baseline revenue model for the project. The total counts consist of 18 5/8" meters and 7,935 3/4" meters, 1,618 1' meters, 897 1-1/2" meters and 274 2" meters. These counts were obtained from a data download file from the City's billing software program. If the number of installed meters increases, it is reasonable to assume that the water consumption may increase. Alternately, if the meter population decreases, it is reasonable to assume the district water consumption may decrease through no fault of SIEMENS.

The amount of annual rainfall can affect the overall consumption by changing the amount of irrigation required to keep lawns healthy. For the Baseline Period, the amount of precipitation was:

Annual Precipitation = 3.60 inches

The average rainfall for this location was approximately 13.37 inches from 2000 through 2013, based on weather data provided by the National Oceanic and Atmospheric Administration (NOAA). If the rainfall increases, there should be less usage for irrigation; conversely if it is a particularly dry year, there should be an increase in irrigation to compensate at no fault of SIEMENS.

The population and the number of installed meters are key indicators of the capability of the system to provide water. However, if one is reduced and the other increased a method to evaluate whether the system's capability has increased or decreased may be required. SIEMENS will use the following Table 4.2c to evaluate whether the system has effectively increased or decreased.

The basis of the calculation is that meter size is an indication of flow area. If the flow area is greater, then it is reasonable to assume that more flow can be provided than through smaller meters.

Table 4.2c						
Meter Size	Base Year Number of Meters	Base Year Calculation	Base Year Size x Number of Meters	Post Installation Year Number of Meters	Post Installation Calculation	Post Installation Calculation
0.75	7,953	$0.75 \times 0.75 \times 7953 =$	4,474	AAA	$0.75 \times 0.75 \times \text{AAA} =$	$0.5625 \times \text{AAA}$
1.5	897	$1.5 \times 1.5 \times 897 =$	2,018	CCC	$1.5 \times 1.5 \times \text{CCC} =$	$2.25 \times \text{CCC}$
2	274	$2 \times 2 \times 274 =$	1,096	DDD	$2 \times 2 \times \text{DDD} =$	$4 \times \text{DDD}$
Totals	9,124		7,588	SUM(AAA:JJJ)		SUM

IF SUM > 7,588 then the system capacity is assumed greater or equal to the base year.

The potential for sufficient increased revenues of the CITY from water and sewer charges will be confirmed to meet or exceed the Baseline revenues by verifying that the meter size calculation as presented in Table 4.2c for any Annual Period is greater than or equal to the base year. If any of these factors are not maintained, the absolute value of the water sold cannot be tied to accuracy improvements. If any of these key indicators are not maintained for a year during the Performance Guarantee Period, the Baseline volume of water will prevail and the predicted revenue and savings will be stipulated to have occurred as guaranteed. If the meter size calculation shows a lower potential for water sales than the Baseline year, the projected savings will be stipulated to have occurred.

- 4.3 **Option B - Retrofit Isolation: All Parameter Measurement (Not Applicable)**
- 4.4 **Option C - Whole Facility (Not Applicable)**
- 4.5 **Option D – Calibrated Simulation (Not Applicable)**
- 4.6 **Option E - Stipulated-Energy/Utility Savings**

4.6.1 FIM: HVAC Unit Replacements

Overview

Savings for this FIM were calculated using the bin analysis with the following steps:

- Each facility (City hall, Police Department, Langley Community Center and Sierra Vista Building) was surveyed to determine the total number of rooftop units.
- Savings were calculated based upon manufacturers' published efficiency ratings EER/SEERs.

M & V Procedure

Savings for this FIM have been stipulated and will be considered satisfied upon Acceptance. A Measurement and Verification Report will be issued to the CITY detailing the results of the FIM installation after the first Annual Period.

Cost Savings Calculations

See Appendix 7 for designated HVAC replacement Energy Savings Calculations.

4.6.2 FIM: Building Automation System

Overview

Savings for installation a building automation system were calculated using the bin analysis and following steps:

- Each facility (City hall, Police Department, Langley Community Center and Sierra Vista Building) was surveyed to determine the total number of rooftop units.
- It assumed that the HVAC replacements described in section 4.6.1 were already performed.
- The savings is based on reduced hours of operation.

M & V Procedure

Savings for this FIM have been stipulated and will be considered satisfied upon Acceptance. A Measurement and Verification Report will be issued to the CITY detailing the results of the FIM installation after the first Annual Period.

Cost Savings Calculations

See Appendix 8 for designated Controls (Building Automation System) Energy Savings Calculations.

Article 5: Baseline Data

- 5.1 The year(s) selected as the Baseline Period starts on March 2012 and ends on February 2013. Table 5.1a outlines the utility consumption that occurred during this Baseline Period. This Baseline Period's Facility utility consumption will be used as the reference for comparing the Facility's utility consumption during the Performance Guarantee Period in order to determine the Annual Realized Savings.

Table 5.1a – Baseline Utility Consumption for City Hall, Police Department and Fire station #1													
	Units	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Electric	kWh	127,678	115,852	139,475	140,564	154,211	153,871	171,380	178,331	163,004	146,808	127,769	121,413
Electric	kW	287	295	297	312	315	277	300	317	343	327	300	278

Table 5.1b – Baseline Utility Consumption for Langley Community Center													
	Units	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Electric	kWh	14,967	14,510	14,951	16,313	20,005	21,691	24,158	31,361	27,003	21,716	13,836	13,382
Electric	kW	53	59	69	82	91	91	112	115	110	110	82	53

Table 5.1c – Baseline Utility Consumption for Sierra Vista Building													
	Units	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Electric	kWh	6,686	6,408	6,204	5,756	6,226	6,305	7,081	6,780	6,814	6,461	5,860	6,154
Electric	kW	19	19	21	17	19	19	24	22	21	20	19	17
Water	H Cu. ft	SEE TABLE 5.1d BELOW											

Baseline Hours for Interior Lighting

The Baseline for lighting calculations is shown in Appendix 5. These Baseline hours will be used as the reference for comparing the Facilities' lighting consumption during the Performance Guarantee Period in order to determine the Annual Realized Savings.

Baseline Hours for Exterior Lighting

The Baseline for lighting calculations is shown in Appendix 6. These Baseline hours will be used as the reference for comparing the Facilities' lighting consumption during the Performance Guarantee Period in order to determine the Annual Realized Savings.

Baseline Hours for HVAC

The Baseline for HVAC calculations is shown in Appendix 7. These Baseline hours will be used as the reference for calculating HVAC and Controls Savings during the Performance Guarantee Period in order to determine the Annual Realized Savings.

Baseline Hours for Controls

The Baseline for Controls calculations is shown in Appendix 8. These Baseline hours will be used as the reference for calculating HVAC and Controls Savings during the Performance Guarantee Period in order to determine the Annual Realized Savings.

Baseline Period for Water Meters

The year selected as the Baseline Period for the water meter project starts on January 2013 and ends on December 2013. Table 5.1d outlines the water consumption that occurred during this Baseline Period. This Baseline consumption will be used as the reference for comparing the system's consumption during the Performance Guarantee Period in order to determine the Annual Realized Savings.

As mentioned in Section 4.2.1, the calculation of total additional billable water resulting from the AMR FIM will be based on a comparison between the average accuracy of the old meter population (those meters in the Baseline) and the tested accuracy of the new meters. The increase in accuracy (differential meter accuracy) is multiplied by the Baseline annual cumulative water for the system or meter size grouping, as applicable. The result is the amount of recaptured water for the system or that meter group. The following table shows the results of the Baseline analysis and shows the amount of recaptured water for the system associated with the given meter sizes and classifications.

Table 5.1d AMR Baseline Consumption

Year 1 - Annual Revenue Calculations								
Item	Description	Existing		Existing		Consumption Billed with New Meters (100 Cu Ft)	Annual Consumption Increase (100 Cu Ft)	Annual* Consumption Increase (\$)
		Consumption at 100% Accuracy (100 Cu Ft)	Existing Meter Accuracy %	Consumption 100% Cu Ft	New Meter Accuracy %			
1	5/8" & 3/4" Meters Tier 1	501,596	95.90%	481,031	98.50%	491,073	13,042	\$ 21,911.69
2	5/8" & 3/4" Meters Tier 2	499,774	95.90%	479,283	98.50%	492,777	12,994	\$ 28,257.66
3	1.5" Meters Tier 1	109,183	86.24%	94,116	98.50%	107,546	13,430	\$ 22,563.65
4	1.5" Meters Tier 2	567,173	86.24%	488,903	98.50%	558,665	69,762	\$ 151,208.50
5	2" Meters Tier 1	37,564	90.39%	33,469	98.50%	36,508	3,039	\$ 5,106.42
6	2" Meters Tier 2	609,544	90.39%	550,418	98.50%	600,401	49,983	\$ 108,694.63
TOTALS		2,324,334		2,127,220		2,289,469	162,249	\$ 338,242.55

This process is repeated for each meter group in the Baseline listing, if applicable. The sum of these amounts of reclaimed water is the total amount of unbilled water under the Performance Guarantee.

- 5.2 The operating practices during the Baseline Period determine the utility consumption shown in Table 5.1. This data indicates the operating characteristics that were in effect during the Baseline Period. The Guaranteed Savings provided under this Agreement are based on the efficiencies gained by implementing the Work and implementing the Contracted Baseline in Article 7 of this Exhibit C.

The performance Baseline used for ongoing comparison of future meter test results is as follows:

- Baseline Period (full 12 months) – January 2013 to December 2013
- Specific meter accounts included in the Baseline are attached in Appendix 1.
- The Baseline meter testing data are included as Appendix 2.
- Details of annual water consumed for a consecutive 12 month period of each tested meter account, and a grand total of water consumed by these accounts, is included in Appendix 3. Also included is a tally of the total number of meter accounts by meter size in the Baseline survey list.

These Baseline accounts remain fixed and the basis for comparison throughout the Performance Guarantee Period.

- e) The CITY'S water and sewer billing rate schedules in force during the Baseline Period are used for revenue calculations. This will be the basis for any financial calculations henceforth, not a water billing rate schedule from any other year.

- 5.3 The Baseline Period is chosen using the most recent 12 months of continuous data available for each account through the existing utility billing system.
- 5.4 The number of meters and sizes is documented as part of the Baseline. This is to assure that variances in installed meter counts and associated meter sizes are not inconsistent with the Baseline. SIEMENS does not assume responsibility for loss of water consumption within the water district due to declines in installed capability to supply water.
- 5.5 Variances in population are not considered in the Baseline. SIEMENS does not assume responsibility for loss of water consumption within the water district due to population declines.
- 5.6 Meter testing was performed on a representative sampling of meters to provide the pre-measurement system average level of accuracy for all meters. The meters were tested to AWWA standards and the sampling approach provides a high confidence level that the meters are indeed inefficient compared to new meter accuracies.

The CITY provided a complete account download of historical data for each metered account including monthly consumption, meter size, meter installation data, meter serial number, billed charges, account number, account ID, etc.

Based on AWWA guidelines for meter sampling and testing, a random sample of the meters were selected, removed from service, and delivered to a third-party testing facility with the results presented in Appendix 2. The accuracy tests will be based on AWWA standards for testing residential water meters per AWWA Manual M6. For a true test of a water meter at all flow rates, AWWA standards recommend first testing low, medium, and high flow rates and then calculating the aggregate meter efficiency by weighted formula. The three test points (High, Med, and Low flow) are weighted 15%, 70%, and 15%. The formula for meter accuracy is as follow:

$$\begin{aligned} & (15\% \times \text{Measured Efficiency @ High flow}) \\ & + (70\% \times \text{Measured Efficiency @ Medium flow}) \\ & + (15\% \times \text{Measured Efficiency @ Low flow}) \\ & \text{Average Weighted Efficiency of the Meter*} \end{aligned}$$

(*reference: AWWA Meter Manual M6, Fourth Edition; pg 60, "Meter Testing")

- 5.7 The calculation of total additional water billed resulting from the AMR FIM will be based on a comparison between the average efficiency of the old meter population (those meters in the Baseline) and the tested efficiency of the new

meters. The increase in efficiency (differential meter efficiency) is multiplied by the Baseline annual cumulative water for the system or meter size grouping, as applicable. The result is the amount of recaptured water for the system or that meter group. This process is repeated for each meter group in the Baseline listing, as applicable. The sum of these amounts of reclaimed water is the total amount of unbilled water under the Performance Guarantee. The following table shows the estimated efficiencies of the Baseline meters as used in the calculations for this FIM.

Table 5.7 Existing Meter Accuracy over Project Term

Year	5/8" and ¾" Meter	1.5" Meters	2" Meters
Year 1	95.9%	86.2%	90.3%
Year 2	95.4%	85.7%	89.8%
Year 3	94.9%	85.2%	89.3%
Year 4	94.4%	84.7%	88.8%
Year 5	93.9%	84.2%	88.3%
Year 6	93.4%	83.7%	87.8%
Year 7	92.9%	83.2%	87.3%
Year 8	92.4%	82.7%	86.8%
Year 9	91.9%	82.2%	86.3%
Year 10	91.4%	81.7%	85.8%
Year 11	90.9%	81.2%	85.3%
Year 12	90.4%	80.7%	84.8%
Year 13	89.9%	80.2%	84.3%
Year 14	89.4%	79.7%	83.8%
Year 15	88.9%	79.2%	83.3%

- 5.8 Applicable codes - Federal, State, County or Municipal codes or regulations are applicable to the use and operation of the Facility. SIEMENS will maintain the current level of Facility compliance relative to applicable codes. Unless specifically set forth in the Scope of Work and Services, Exhibit A, nothing herein should be construed as to require SIEMENS to provide additional work or services in the event that the current applicable code or regulation is modified.
- 5.9 Building Inventory - The following information summarizes the equipment inventory that existed in the Facility during the Baseline Period.
- a) Water Meter Inventory – Refer to Appendix 1 – Baseline Meter account list
 - b) Building Lighting Inventory – Refer to Appendix 5 – Interior Lighting Audits
 - c) Building Lighting Inventory – Refer to Appendix 6 – Interior Lighting Audits

Article 6: Utility Rate Structures and Escalation Rates

- 6.1 The Total Guaranteed Savings reflected in Table 1.2 above represent the predicted billable usage increase that can be extrapolated from the unbilled water that the new meters will track (as detailed in Table 1.1) when the unbilled water is converted to a dollar figure based on the formulas herein. Nothing herein should be construed as to guarantee the actual billable usage increase dollars as derived from the tracking of the previously unbilled water usage. Variables such as decreases in water rates, reduction in overall consumption by residents of the CITY, or weather conditions may adversely affect the billable usage increase dollars that are realized by the CITY despite having realized the level of water metering as guaranteed by SIEMENS. SIEMENS GUARANTEES THE PREVIOUSLY UNBILLED WATER WILL BE METERED. SIEMENS DOES NOT GUARANTEE THAT THE PREVIOUSLY UNBILLED WATER WILL ACTUALLY EQUATE TO THE DOLLAR SET FORTH IN TABLE 1.2 AS SIEMENS CANNOT PREDICT OR CONTROL WATER RATES OR USAGE.

However, in order to predict the billable usage increase in dollars, the CITY was consulted to determine the mutually-agreed annual rate increase to be used in these calculations. These numbers are based on the historical increases imposed by CITY, as well as planned future increases. Using the Baseline rate structure included in Appendix 4, the following Table 6.1 was generated to show the rate structures used in the calculations for the Performance Guarantee Period.

Exhibit C – Performance Assurance
City of Monterey Park, CA

Table 6.1 Water Rate Structure Increases over Project Term

Rate Increase Percentage		Rate Structures									
		0%	15%	10%	10%	10%	10%	15%	0%		
Item	Description	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7		
1	5/8" & 3/4" Meters Tier 1	\$ 1.48	\$ 1.68	\$ 1.85	\$ 2.03	\$ 2.24	\$ 2.46	\$ 2.63	\$ 2.83		
2	5/8" & 3/4" Meters Tier 2	\$ 1.89	\$ 2.17	\$ 2.39	\$ 2.63	\$ 2.89	\$ 3.18	\$ 3.63	\$ 2.63		
3	1.5" Meters Tier 1	\$ 1.48	\$ 1.68	\$ 1.85	\$ 2.03	\$ 2.24	\$ 2.46	\$ 2.63	\$ 2.83		
4	1.5" Meters Tier 2	\$ 1.89	\$ 2.17	\$ 2.39	\$ 2.63	\$ 2.89	\$ 3.18	\$ 3.63	\$ 2.63		
5	2" Meters Tier 1	\$ 1.48	\$ 1.68	\$ 1.85	\$ 2.03	\$ 2.24	\$ 2.46	\$ 2.63	\$ 2.83		
6	2" Meters Tier 2	\$ 1.89	\$ 2.17	\$ 2.39	\$ 2.63	\$ 2.89	\$ 3.18	\$ 3.63	\$ 2.63		

Rate Increase Percentage		Rate Structures									
		0%	0%	0%	0%	0%	0%	0%	0%		
Item	Description	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15		
1	5/8" & 3/4" Meters Tier 1	\$ 2.03	\$ 2.03	\$ 2.03	\$ 2.03	\$ 2.03	\$ 2.03	\$ 2.03	\$ 2.03		
2	5/8" & 3/4" Meters Tier 2	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63		
3	1.5" Meters Tier 1	\$ 2.03	\$ 2.03	\$ 2.03	\$ 2.03	\$ 2.03	\$ 2.03	\$ 2.03	\$ 2.03		
4	1.5" Meters Tier 2	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63		
5	2" Meters Tier 1	\$ 2.03	\$ 2.03	\$ 2.03	\$ 2.03	\$ 2.03	\$ 2.03	\$ 2.03	\$ 2.03		
6	2" Meters Tier 2	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63	\$ 2.63		

Utility costs used for Savings calculations will be based on the utility rates and rate escalation percentages, as provided in the table(s) below. Each escalation rate will be applied annually to the utility rate.

Table 6.1.1 Electricity

Tariff Number or Designation:	TOU-GS3-B-S
Utility Name:	SCE
Building Name:	City Hall
\$/kWh:	\$0.07
\$/kW:	\$20.68
Rate escalation:	5% per Annual Period

Table 6.1.2 Electricity

Tariff Number or Designation:	GS-2
Utility Name:	SCE
Building Name:	Langley Community Center
\$/kWh:	\$0.08
\$/kW:	\$20.11
Rate escalation:	5% per Annual Period

Table 6.1.3 Electricity

Tariff Number or Designation:	GS-2
Utility Name:	SCE
Building Name:	Sierra Vista Building
\$/kWh:	\$0.09
\$/kW:	\$19.23
Rate escalation:	5% per Annual Period

Table 6.1.4 Electricity for exterior fixtures and parks

Utility Name:	SCE
Building Name:	Exterior
\$/kWh:	\$0.08
Rate escalation:	5% per Annual Period

Article 7: Contracted Baseline Data

- 7.1 The following criteria detail the Facility operating parameters that are required to be implemented on the Guarantee Date or at such time as agreed by the Parties. This specific configuration of Facility operating parameters is the Contracted Baseline and failure of the CITY to maintain the Contracted Baseline may result in a Material Change which may require a modification of the Performance Guarantee pursuant to Article 4 of the Agreement.

Exhibit C – Performance Assurance
City of Monterey Park, CA

- Water quality at or above average quality over the most recent 12 month period;
- Source of water supply at or above average quality water over the most recent 12 month period from previous source of water supply used;
- Water distribution integrity at or above Baseline maintenance levels; and,
- Meter/AMR system compatibility with the new system.

7.2 Meter testing will be performed on a representative sampling of meters to provide the post-measurement system average level of accuracy for all meters. Based on AWWA guidelines for meter sampling, a random sample of the meters will be selected, removed from service, and delivered to a third-party testing facility. The accuracy tests will be based on AWWA standards for testing residential water meters per AWWA Manual M6. For a true test of a water meter at all flow rates, AWWA standards recommend first testing low, medium, and high flow rates and then calculating the aggregate meter efficiency by weighted formula. The three test points (High, Med, and Low flow) are weighted 15%, 70%, and 15%. The formula for meter accuracy is as follow:

$$\begin{aligned} & (15\% \times \text{Measured Efficiency @ High flow}) \\ & + (70\% \times \text{Measured Efficiency @ Medium flow}) \\ & + (15\% \times \text{Measured Efficiency @ Low flow}) \\ & \text{Average Weighted Efficiency of the Meter*} \end{aligned}$$

(*reference: AWWA Meter Manual M6, Fourth Edition; pg 60, "Meter Testing")

The following Table 7.2 shows the estimated efficiencies of the water meters throughout the Performance Guarantee Period.

Table 7.2 Proposed Meter Accuracy during Performance Guarantee Period

Year	¾" Meter	1.5" and 2" Meters
Year 1	98.50%	98.50%
Year 2	98.50%	98.50%
Year 3	98.50%	98.50%
Year 4	98.50%	98.50%
Year 5	98.50%	98.50%
Year 6	98.50%	98.00%
Year 7	98.50%	97.50%
Year 8	98.50%	97.00%
Year 9	98.50%	96.50%
Year 10	98.50%	96.00%
Year 11	98.00%	95.50%
Year 12	97.50%	95.00%
Year 13	97.00%	94.50%
Year 14	96.50%	94.00%
Year 15	96.00%	93.50%



City Council Staff Report

DATE: September 5, 2018

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

TO: The Honorable Mayor and City Council
FROM: Scott Haberle, Fire Chief
Annie Yaung, CPFO, Director of Management Services
SUBJECT: Fire Ladder Truck and Engines Financing – Approval of Agreement

RECOMMENDATION:

It is recommended that the City Council:

- 1) Adopt Resolution _____ authorizing the execution and delivery of a Master Equipment Lease/Purchase Agreement and other documents required in connection therein;
- 2) Authorize the City Manager to execute an agreement based on MPMC § 3.20.050, in a form approved by the City Attorney, with KME Fire Apparatus for the purchase of two fire engines and one fire ladder truck;
- 3) Authorize the City Manager to execute the Master Equipment Lease/Purchase Agreement, in a form approved by the City Attorney, related to \$2.6 million financing agreement with Banc of America Public Capital Corp; and
- 4) Take such additional, related, action that may be desirable

EXECUTIVE SUMMARY:

The replacement of (2) 1990 Fire Engines and (1) 1998 Fire Ladder Truck is necessary to ensure efficient emergency service delivery and operational readiness to the community. Purchase of all three units at the same time will result in savings while utilizing the Los Angeles County Fire Department's consortium pricing as seen in the KME Fire Apparatus Proposal (Attachment 5). In the 2018-19 budget, City Council approved a lease-purchase financing mechanism for funding the purchase.

BACKGROUND:

Purchasing

The City owns two 28-year-old reserve engines (E64 & E65) that are currently operationally ready, but are no longer compatible with CA AQMD laws. Additionally, the City owns a 1998 aerial ladder truck (Q61) that, along with the two reserve engines, have sustained substantial increases in frequency of maintenance and the cost

associated with that maintenance. The manufacturer of the City's apparatus, KME Fire Apparatus ("KME"), is located in Nesquehoning, PA. It has provided over 200 fire apparatus to the Los Angeles County Fire Department over the last 20 years. The City of Monterey Park has been able to utilize the current Los Angeles County Fire Department Cooperative Purchase Agreement to obtain the lowest possible base price. Combining the consortium pricing and bundled purchase of all three apparatus allows for cost savings to the City of Monterey Park. KME provides an extended warranty of 10 years or 200,000 miles. Per KME, completion of these units is estimated to be 300-360 days after receipt of a signed purchased order. Upon approval of the Banc of America Public Capital Corp. Master Equipment Lease/Purchase Agreement and Resolution, staff recommends approval of a services agreement and purchase order with KME.

Financing

Each year the City budgets for the purchase of vehicles and equipment required for the service delivery. Included in the 2018-2019 Budget is an approved financing funding for the City's fire ladder truck and two fire engines, which are necessary to meet the service needs of the community.

Cash purchase is capital intensive and requires a large amount of upfront cash outlay. Lease-purchase allows the payment to be spread over a period but with the added interest costs. Specifically, lease-purchase has become a viable option for local governments in acquiring larger capital assets that are not expected to recur and are long lived. One of the compelling reasons is that this financing project with debt over a reasonable span of useful life is efficient because those who will benefit from the City's fire services should contribute to its costs as the services are consumed over time.

Lease-purchase program is especially advantageous at the current time when the interest rate is still low. Staff sent out Request for Quotations (Attachment 1) to 14 financial institutions. The requested principal financed amount is \$2,618,000 with a seven-year term tax-exempt fixed rate. The financing proceeds will be deposited into an escrow account and disbursements made therefrom to pay for the equipment. A total of five responses have been received (Attachment 2) and the lowest quote is from Banc of America Public Capital Corp. at a fixed rate of 3.189% and a 7-year total payment of \$2,941,802. As for the escrow services, there is no charge or set-up fee from Banc of America. It is recommended that City Council approve the Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp. (Attachment 3) and the attached Resolution (Attachment 4) authorizing the lease-purchase agreement with Banc of America Public Capital Corp.

FISCAL IMPACT:

The annual amount of the debt service payment from the proposed lease-purchase financing is \$420,257 for seven years, starting from March 1, 2019 through September 1, 2025. Each year the fixed annual debt service payment will be committed through the budget appropriation.

Respectfully submitted by:



Scott Haberle
Fire Chief

Respectfully submitted by:



Annie Yaung, CPFO
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT:

1. Request for Quotations
2. Lease-Purchase Financing Quotes
3. Master Equipment Lease/Purchase Agreement
4. Resolution
5. KME Fire Apparatus Proposal
6. Los Angeles County Bid Specifications

ATTACHMENT 1

Request for Quotations

City of Monterey Park



REQUEST FOR QUOTATIONS RFQ NO. 829

FOR LEASE PURCHASE FINANCING

Please mail Your Intent to Respond Immediately to
ayaung@montereypark.ca.gov

Response Due Date & Time

August 15, 2018

4:00 p.m. (PDT)

Submit Responses To:
City of Monterey Park City Clerk's Office
Annie Yaung, CPFO
Director of Management Services
320 West Newmark Avenue
Monterey Park, CA 91754

REQUEST FOR QUOTATIONS LEASE PURCHASE FINANCING

The City of Monterey Park, California requests proposals to be mailed and received by the Director of Management Services no later than **August 15, 2018 at 4:00 PM**. The City's mailing address is as follows:

**City of Monterey Park
City Clerk Office
320 West Newmark Avenue
Monterey Park, CA 91754
Attention: Annie Yaung, CPFO
Director of Management Services**

The terms and conditions of the financing requirement are as follows (*Respondent to fill in #7 and #8 below):

1. Property: Equipment and Vehicles as per attached listing
2. Financing Amount Delivered on Closing: **\$2,618,000.00**
3. Lease Terms to Quote: 7 years
4. Payment Frequency: Semi-Annually
5. Payment Timing: In Arrears of Rental Period
6. Assumed Closing/Funding Date:
- *7 Annual Percentage Rate (APR): 7 Years _____ %
- *8 List any Fees or Expenses Not Incorporated in APR:
9. Provide a Payment Schedule including Payment Due Dates, Principal, Interest, and Purchase Option Prices. The Payment Due Dates should reflect the Closing Date and Payment Frequency criteria set forth above. The total of the Principal column should equal the sum of the Financing Amount and any fees or expenses outlined in section 8.
10. All interest earnings in an escrow account inure to the City. City is not responsible for any escrow fees or expenses, unless these fees or expenses are delineated in Section 8. **See attachment entitled "Specifications for Escrowing of Funds"**.

11. Annual Percentage Rate to be held firm through the assumed closing/funding date.
12. City financial statements are available upon request.
13. Proposal Evaluation: All proposals must include the completion of the enclosed proposal forms signed by an authorized agent. Proposals will be evaluated utilizing the criteria summarized below:
 - a) Cost effectiveness and flexibility
 - b) Qualifications and prior financing experience of the respondent with other California cities and/or businesses. (Respondent shall submit list of its completed transactions).
14. Award: The City reserves the right to reject or waive irregularities in any proposal or in the proposal procedure. Further, the City reserves the right to negotiate any price or provision and accept any part or all of any proposal which in the sole opinion of the City shall serve its best interests and those of the tax-paying public.

Respondent hereby submits a financing proposal in accordance with the above specifications and the Payment Schedule attached.

Proposal Submitted By:

Name of Authorized Agent:

Signature:

Date:

Attachments: ***Fire Equipment/Vehicle List***

**SPECIFICATIONS FOR
ESCROWING OF FUNDS**

With respect to moneys to be deposited in escrow, City will require a separate escrow (or custodial) agreement that includes the following provisions:

1. The amount to be deposited in escrow will be approximately \$2.6 million exclusive of the first lease rental payment remitted by City.
2. The escrowed moneys will be immediately invested in LAIF (or equivalent fund) that meets relevant California Government Codes.
3. All reinvestment earnings from the escrowed proceeds will inure solely to City's benefit.
4. Upon closing of the lease, a certificate will be issued to the City by an officer of the escrow holder (or custodian) confirming receipt of funds, the amount of escrowed proceeds, and the date received.
5. City requires a monthly accounting of the escrowed funds and the interest earnings credited or accrued to the escrow account.

ATTACHMENT 2

Lease-Purchase Financing Quotes

City of Monterey Park
Fire Ladder Truck and Engines Lease-Purchase Financing Quotes

- **Financing Amount: \$2,618,000.00 tax-exempt obligations**
- **Term: 7-year semi-annual arrear payments**
- **Escrow funding is utilized for this financing**

	<u>Firm</u>	<u>Interest Rate</u>
1	Banc of America Public Capital Corp	3.189%
2	Municipal Finance Corporation	3.500%
3	Leasing 2, Inc.	3.660%
4	REV Financial Services	3.690%
5	Holman Capital Corporation	3.750%
6	Bank of New York Mellon	No Response
7	Citicorp North America	No Response
8	Government Leasing Company	No Response
9	LaSalle Bank N.A.	No Response
10	MuniFinancial	No Response
11	Public Facilities Investment Corporation	No Response
12	SunTrust Leasing Corporation	No Response
13	Wells Fargo Bank, NA	No Response
14	Bank of the West	No Response



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SUMMARY OF TERMS AND CONDITIONS

Date: August 13, 2018

Lessee: City of Monterey Park ("Lessee")

Lessor: Banc of America Public Capital Corp or Designee ("Lessor")

Structure: Privately-Placed Lease Purchase with appropriation

Amount: Approximately \$2.6MM (See amortization schedules)

Security: A lien will be placed on the assets being financed

Interest Rate: 3.189%; this rate is good for a funding on or before September 30, 2018. If funding occurs after this date, it is subject to change based on market conditions.

The City needs to apprise Lessor (via email) if it is recommending this proposal to council so that the rate may be formally locked by August 21, 2018. This lock would be subject to Council action.

Payments: Per the RFP, payments were based on a semi-annual in arrears structure. The amortization schedule is included in this bid response.

Prepayment: Pre-payable in full after the 3 years at par (without penalty) on any regularly scheduled payment date.

Governmental Entity Lease:

The Base Rent installments are calculated on the assumptions, and Lessee will represent, that Lessee is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code"), and that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status. Lessee shall comply with the filing requirements of Section 149(e) of the Code.

End of Term: At the expiration of the Lease Term, Lessee will own the equipment.

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp or one of its subsidiaries or affiliates (collectively, "BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

Opinion of Counsel: Lessee's counsel shall deliver a validity opinion to Lessor at closing in form and substance satisfactory to Lessor. The opinion of counsel will cover that counsel has reviewed the documents and examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter into the Lease.

Escrow Account: If all the equipment has not been delivered, the remaining proceeds may be deposited into an escrow account acceptable to Lessor, and disbursements made therefrom to pay for the equipment upon execution and delivery of an acceptance certificate (and related documents) by Lessee and approved by Lessor. Bank of America can provide the escrow services for the Lessee if desired and waives the set-up fee for its customer. A security interest in the escrow fund will be granted to Lessor, and interest will accrue at the time of funding into the escrow account. Interest to be paid to the City.

Documentation: The transaction is contingent upon successful negotiation of the contract and credit approval. It is anticipated that the City would utilize our standard master lease documents which can be forwarded upon request.

It is anticipated that the City would require a performance bond from the vendor. The Lessor will be named the Loss Payee on that bond until equipment delivery.

Credit: This transaction is not formally credit approved but will be submitted to the credit team quickly upon an award. Documents will be subject to approval by Legal and Credit.

Market

Disruption:

Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this Proposal Letter, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, the Lessor may modify the indicative pricing described above.

USA Patriot Act Compliance:

Lessee acknowledges that pursuant to the requirements of the USA Patriot Act, as amended from time to time (including as amended by the USA Freedom Act of 2015) (the "Patriot Act"), Lessor is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act.

Proposal Expiration: This proposal will expire on September 30, 2018 and may be re-issued at Lessor's discretion.

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp or one of its subsidiaries or affiliates (collectively, "BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

ACCEPTANCE: _____ DATE: _____

This proposal is submitted in response to your Request for Proposals for Lease Purchase Financing of equipment, due August 15, 2018. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the "Rules") of the Securities and Exchange Commission (240 CFR 15Ba1-1 et seq.).

The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this proposal, we have relied upon your compliance with this guidance.

In submitting this proposal, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this proposal and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this proposal and the transactions described herein.

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp or one of its subsidiaries or affiliates (collectively, "BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

ATTACHMENT 3
Master Equipment Lease/Purchase Agreement

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

This Master Equipment Lease/Purchase Agreement (the “*Agreement*”) dated as of _____, and entered into by and between **Banc of America Public Capital Corp, a Kansas corporation** (together with its successors, assigns and transferees, and as more particularly defined herein, “*Lessor*”), and _____, a [city] [county] [school district] [special district] [body corporate and politic] existing under the laws of the State of _____ (“*Lessee*”).

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment and other personal property may be financed pursuant to one or more Leases entered into from time to time in accordance with this Agreement by execution and delivery of additional Schedules by the parties hereto, subject to the terms and conditions provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State (as such term is defined herein) to enter into this Agreement and each Schedule for the purposes set forth herein and therein;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“*Acquisition Amount*” means, with respect to each Lease, the amount specified in the related Schedule and represented by Lessee to be sufficient, together with other funds of Lessee (if any) that are legally available for the purpose of acquiring and installing the Equipment listed in such Lease.

“*Acquisition Period*” means, with respect to each Lease for which an Escrow Account is established, that period identified in the related Schedule during which the Lease Proceeds attributable to such Lease may be expended on Equipment Costs pursuant to the related Escrow Agreement.

“Agreement” means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.04.

“Casualty Value” means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Casualty Value” on the Payment Schedule.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code in this Agreement and a Lease shall be deemed to include the relevant United States Treasury Regulations proposed or in effect thereunder.

“Commencement Date” means, for each Lease, the date when Lessee’s obligation to pay rent commences under such Lease, which date shall be the earlier of (a) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, or (b) the date on which sufficient moneys to acquire and install the Equipment listed in such Lease are deposited for that purpose in an Escrow Account.

“Contract Rate” means, with respect to each Lease, the rate identified as such in the related Payment Schedule.

“Disbursement Request” means, with respect to each Lease for which an Escrow Account is established, the disbursement request attached to the applicable Escrow Agreement as Schedule 1 and made a part thereof.

“Equipment” means, with respect to each Lease, the property listed in the related Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“Equipment Costs” means, with respect to each Lease, the total cost of the Equipment listed in the related Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in each Lease, and other costs incurred in connection with the acquisition, installation and/or financing provided by the lease-purchase of the Equipment as provided in the related Lease; *provided* that (a) any such soft costs on a cumulative basis shall not exceed a percentage approved by Lessor of the total cost of the Equipment subject to such Lease and (b) in no event shall capitalizable delivery costs, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor’s prior consent.

“Escrow Account” means, with respect to any Lease, the account established and held by the Escrow Agent pursuant to the related Escrow Agreement.

“Escrow Agent” means, with respect to each Lease for which an Escrow Account is established, the Escrow Agent identified in the related Escrow Agreement, and its successors and assigns.

“Escrow Agreement” means, with respect to each Lease for which an Escrow Account is established, an Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Account is established and administered.

“Event of Default” means an Event of Default described in Section 12.01.

“Event of Non-appropriation” means, with respect to a Lease, the failure of Lessee’s governing body to appropriate or otherwise make available funds to pay Rental Payments under such Lease following the Original Term or then current Renewal Term sufficient for the continued performance of such Lease by Lessee.

“Lease” means a Schedule and the terms and provisions of this Agreement which are incorporated by reference into such Schedule.

“Lease Proceeds” means, with respect to each Lease for which an Escrow Account is established, the total amount of money to be paid by Lessor to the Escrow Agent for deposit and application in accordance with such Lease and the related Escrow Agreement.

“Lease Term” means, with respect to each Lease, the Original Term and all Renewal Terms provided in the related Schedule.

“Lessee” means the entity referred to as Lessee in the first paragraph of this Agreement.

“Lessor” means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee pursuant to Section 11.01 of any right, title or interest of Lessor in and to the Equipment under the applicable Lease (including the Rental Payments and other amounts due thereunder), any related Escrow Agreement and Escrow Account, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder or under such Lease.

“Material Adverse Change” means (a) any change in Lessee’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee’s ability to perform its obligations under this Agreement or any Lease or (b) a downgrade in Lessee’s external debt rating from the date of this Agreement of two or more subgrades by either Moody’s Investors Service, Inc, or S&P Global Ratings or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Lessee’s credit rating to be below investment grade, or, if any such rating agency no longer publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by Lessee for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

“Original Term” means, with respect to each Lease, the period from the Commencement Date identified in the related Schedule until the end of the fiscal year of Lessee in effect at such Commencement Date.

“Outstanding Balance” means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Outstanding Balance” on the Payment Schedule.

“Payment Schedule” means, with respect to each Lease, the Rental Payment Schedule attached to and made a part of the related Schedule and substantially in the form of *Exhibit B* attached to this Agreement.

“Prepayment Price” means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Prepayment Price” on the Payment Schedule.

“Principal Portion” means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Principal Portion” on the Payment Schedule.

“Renewal Terms” means, with respect to each Lease, the consecutive renewal terms of such Lease as specified in the related Schedule, the first of which commences immediately after the end of the Original Term and each having a duration and a term coextensive with each successive fiscal year of Lessee; *provided* that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

“Rental Payment Date” means, with respect to each Lease, each date on which Lessee is required to make a Rental Payment under such Lease as specified in the related Payment Schedule.

“Rental Payments” means, with respect to each Lease, the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the related Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay the principal component under such Lease and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

“Schedule” means each separately numbered Schedule of Property, substantially in the form of *Exhibit A* hereto, together with the related Payment Schedule and any Riders attached to such Schedule of Property.

“State” means the State of _____.

“Taxable Rate” means, with respect to each Lease, for each day that the interest component of Rental Payments is taxable for Federal income tax purposes, an interest rate equal

to the Contract Rate plus a rate sufficient such that the total interest to be paid on any Rental Payment Date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

“*Vendor*” means the manufacturer or supplier of the Equipment listed in a Schedule or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessee arranged Lessee’s acquisition, installation, maintenance and/or servicing of the Equipment pursuant to the applicable Lease.

“*Vendor Agreement*” means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment under a Lease.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is [the State] [a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State], with full power and authority to enter into this Agreement, each Lease, each Escrow Agreement and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and under each Lease and each Escrow Agreement.

(b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease and related Escrow Agreement by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Lease and related Escrow Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to any Lease.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a [city] [county] [school district] [special district] [body corporate and politic] of the State.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition and installation by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term under each Lease, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under the related Lease.

(g) Lessee has kept, and throughout the Lease Term of each Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days prior to the end of its current fiscal year. The financial statements described in this subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the related Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount relating to any Lease will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under this Agreement, any Lease or any Escrow Agreement. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in

order to protect Lessor's first priority security interest in the Equipment and the Escrow Account and Lessor's rights and benefits under each Lease and related Escrow Agreement.

(k) Lessee is the fee owner of the real estate where the Equipment under each Lease is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate.

(l) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the funds specified in each Lease to be provided by it for Lessee to acquire the Equipment described in the related Schedule. Upon the execution and delivery of each Lease, Lessor thereby demises, leases and transfers to Lessee, and Lessee thereby acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01 of this Agreement. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease. Each Schedule signed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment therein described.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03 hereof, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments due thereunder. Lessee affirms that sufficient funds are legally available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due under each Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to

budget and appropriate funds or to extend the Lease Term for any Renewal Term for each Lease is within the sole discretion of the governing body of Lessee.

Section 3.03. Non-appropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term thereunder. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section 3.03, Lessee agrees to cease use of the Equipment thereunder and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), such Equipment to Lessor at the location(s) to be specified by Lessor; *provided*, that Lessee shall pay month-to-month rent at the Contract Rate (or the Taxable Rate if then in effect) set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment thereunder pursuant to this Section 3.03.

Section 3.04. Conditions to Lessor's Performance. (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

- (i) A fully completed Schedule, executed by Lessee;
- (ii) If an Escrow Account is to be established with respect to such Lease, an Escrow Agreement substantially in the form attached hereto as *Exhibit I*, satisfactory to Lessor and executed by Lessee and the Escrow Agent;
- (iii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as *Exhibit C-1A* or *Exhibit C-1B*, as applicable, authorizing the execution and delivery of this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto and performance by Lessee of its obligations under this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto;
- (iv) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Lessee, substantially in the form attached hereto as *Exhibit C-2A* or *Exhibit C-2B*, as applicable, completed to the satisfaction of Lessor;
- (v) An opinion of counsel to Lessee, substantially in the form attached hereto as *Exhibit D*, and otherwise satisfactory to Lessor;
- (vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02 hereof;

(viii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;

(ix) If Lessee has designated the Lease then being entered into as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code, a certificate substantially in the form attached hereto as *Exhibit G* executed by an authorized official of Lessee;

(x) A copy of the Form 8038-G with respect to the Lease then being entered into, fully completed and executed by Lessee;

(xi) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date for the Lease then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;

(xii) If any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles with Lessor’s interest noted thereon in accordance with the instructions of Lessor;

(xiii) Copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b) hereof;

(xiv) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor; and

(xv) Such other items as are set forth in the related Schedule or are reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations under this Agreement and pursuant to any Lease and the related Escrow Agreement shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, (ii) no Event of Default having occurred and then be continuing under any Lease then in effect, (iii) no Event of Non-appropriation under any Lease then in effect having occurred or being threatened, and (iv) no Lease having been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, (i) Lessor will pay the Acquisition Amount for Equipment described in a Schedule to the Vendor or reimburse Lessee for its prior expenditures with respect to such Equipment (subject to satisfaction of Section 3.04(a)(xi) hereof), upon receipt of the documents described in Sections 5.01(a) and (b) hereof; or (ii) if an Escrow Account is being established with respect to the related Lease, Lessor will deposit the Lease Proceeds for Equipment described in the applicable Schedule with the Escrow Agent to be held and disbursed pursuant to the related Escrow Agreement.

(d) This Agreement is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enters into any proposed Lease shall be a decision solely within their respective discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(f) In the event of any conflict in terms between a Schedule and this Agreement, the terms of the Schedule shall control in the interpretation of the Lease created thereby.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03 of this Agreement, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in each Lease. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the Federal Government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest components as more fully detailed on the Payment Schedule for each Lease, the interest on which begins to accrue as of the Commencement Date for each such Lease.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the applicable Lease Term.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a

debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained in this Agreement or in any Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03 of this Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with the Lessor or Vendor of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor.

Section 4.05 Tax Covenants. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments under a Lease remain unpaid, moneys on deposit in the Escrow Account under any Escrow Agreement related to such Lease shall not be used in a manner that will cause such Lease to be classified as an “arbitrage bond” within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Account under any Escrow Agreement to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability with respect to a Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for Federal income tax purposes (which retroactive date for such Lease shall be the earliest date as of which the interest component of any Rental Payment for such Lease is deemed includible in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, “*Event of Taxability*” means the circumstance of the interest component of any Rental Payment paid or payable pursuant to a Lease becoming includible for Federal income tax purposes in an owner’s gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under a Lease has become includable in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for Federal income tax purposes.

Section 4.07. Mandatory Prepayment. If Lease Proceeds are deposited into an Escrow Account, any funds not applied to Equipment Costs and remaining in such Escrow Account on the earlier of (a) the expiration of the applicable Acquisition Period, (b) the date on which Lessee delivers to the Lessor the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from such Escrow Account or (c) a termination of the Escrow Account as provided in the Escrow Agreement shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the applicable unpaid Principal Portion of Rental Payments owing under the related Lease in the inverse order of the Rental Payment Dates.

ARTICLE V

Section 5.01. Acquisition, Delivery Installation and Acceptance of Equipment. (a) With respect to each Lease, Lessee shall order the Equipment to be acquired and financed thereunder, cause the Equipment to be delivered and installed at the location specified in such Lease and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in a Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor a Final Acceptance Certificate in the form attached hereto as *Exhibit E*; *provided, however*, that if an Escrow Account has been established with respect to such Lease as provided in Section 3.04 hereof, Lessee shall execute and deliver Disbursement Requests to the Lessor pursuant to the related Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed pursuant to such Lease. In connection with the execution and delivery by Lessee to Lessor of the final

Disbursement Request under the applicable Escrow Agreement for a Lease, Lessee shall deliver to Lessor a “Final Acceptance Certificate” in the form attached hereto as *Exhibit E*.

(b) (i) With respect to a Lease entered into without an Escrow Agreement, Lessee shall deliver to Lessor copies of invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. Lessee shall execute and deliver to Lessor a Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt from Lessor, subject to satisfaction of the conditions set forth in Section 3.04. (ii) (i) With respect to a Lease entered into with an Escrow Agreement, Lessor shall prepare a Schedule. In connection with the execution and delivery of the related Escrow Agreement, Lessee shall execute and deliver to Lessor such Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt, subject to satisfaction of the conditions set forth in Section 3.04. Lessee shall deliver to Lessor together with each Disbursement Request invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved, Lessor shall deliver such Disbursement Request to the Escrow Agent for disbursement from the Escrow Account in accordance with the Escrow Agreement.

Section 5.02. Quiet Enjoyment of Equipment. So long as no Event of Default exists under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee’s quiet use and enjoyment of the Equipment during the Lease Term under such Lease.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location (or the base location with respect to motor vehicles) specified for it in the related Lease without Lessor’s prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under the related Lease.

Lessee agrees that it shall maintain, preserve and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for in Sections 3.03 and 12.02(b) of this Agreement.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term under each Lease, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment under the related Lease shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof and under the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title, and Lessor's first priority security interest, in and to the Equipment (and Lessor's other Collateral as defined in Section 6.02 hereof) from and against all claims, liens and legal processes of its creditors, and keep all Equipment (and such other Collateral) free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02 of this Agreement, as applicable. Upon payment of all amounts due and owing under a Lease by Lessee in accordance with Section 10.01 hereof (including upon payment of all Rental Payments and other amounts payable under such Lease), Lessor's security interest or other interest in the Equipment under such Lease shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease.

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee hereby grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment subject to such Lease, (b) moneys and investments held from time to time in any related Escrow Account and (c) any and all proceeds of any of the foregoing, including, without limitation, insurance proceeds (collectively, the "*Collateral*"). Upon the execution of each Lease, Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor,

which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Collateral, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Lessee.

Section 6.03. Personal Property; No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment under a Lease is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; *provided*, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment under such Lease acceptable to Lessor or its assigns in their respective discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment under each Lease free of all levies, liens, and encumbrances except those created by such Lease. The parties to this Agreement contemplate that the Equipment under each Lease will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; *provided* that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term under the affected Lease. During the Lease Term under each Lease, Lessor will not claim ownership of the Equipment thereunder for the purposes of any tax credits, benefits or deductions with respect to such Equipment.

Section 7.02. Insurance. Lessee shall, during the Lease Term under each Lease, maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Casualty Value under such Lease or (ii) the replacement cost of the Equipment under such Lease; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability for bodily injury and property damage coverage (i) in such coverage amounts as may be required by Lessor for the applicable Equipment or (ii) in such minimum coverage amounts as may be agreed upon between Lessor and Lessee in connection with the execution and delivery of

a Lease, in all events under clauses (a) and (b) issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior consent (which Lessor may grant, withhold or deny in its sole discretion) and provided that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment under any Lease from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment under any Lease shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under any Lease. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any Lease or any of the transactions contemplated hereby or thereby, (b) the ordering, acquisition, ownership, use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment under any Lease, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment under any Lease resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any Lease or any material misrepresentation provided by Lessee under or in connection with this Agreement or any Lease. The provisions of this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all obligations under any or all Leases or the termination of the Lease Term under any or all Leases for any reason.

Section 7.04. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All

amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term under the affected Lease, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term under the related Lease, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations under the affected Lease in accordance with Section 10.01(b) hereof.

If Lessee elects to replace any item of the Equipment (the “*Replaced Equipment*”) pursuant to this Section 8.01, the replacement equipment (the “*Replacement Equipment*”) shall be new or of a quality type, utility and condition at least as good as the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor’s security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute “Equipment” for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to exercise its option to prepay the obligations under the related Lease with respect to the damaged Equipment in accordance with Section 10.01(b) hereof.

For purposes of this Article VIII, the term “*Net Proceeds*” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or

improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Casualty Value under the related Lease *plus* all other amounts then owing thereunder, and, upon such payment, the applicable Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification or improvement or after paying such Casualty Value for such Lease *plus* all other amounts then owing thereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment under each Lease, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment under each Lease shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, any Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. Vendor Agreements; Warranties. Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement for any Lease without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term under each Lease, so long as Lessee shall not be in default under such Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely Rental Payments and other payments under each Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment under each Lease.

ARTICLE X

Section 10.01. Prepayment Option. Lessee shall have the option to prepay or satisfy all, but not less than all, of its obligations under a Lease (except as provided in subsection (c) of this Section 10.01), at the following times and upon the following terms:

(a) *Optional Prepayment.* From and after the date specified (if any) in the applicable Payment Schedule (the "*Prepayment Option Commencement Date*"), on the

Rental Payment Dates specified in such Payment Schedule, upon not less than thirty (30) days prior written notice, and upon payment in full of the sum of all Rental Payments then due under the related Lease *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid Outstanding Balance as set forth in such Payment Schedule *plus* all other amounts then owing thereunder; or

(b) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or sixty (60) days after the casualty event) upon payment in full to Lessor of (1) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due under such Lease *plus* (ii) the then applicable Casualty Value for such Lease *plus* (iii) all other amounts then owing thereunder OR, (2) in the event such prepayment for such Lease occurs on a date other than a Rental Payment Date, the sum of (i) the applicable Casualty Value shown on the Payment Schedule for such Lease for the Rental Payment Date immediately preceding the applicable date of such prepayment *plus* (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date (or if the date of such prepayment occurs prior to the first Rental Payment Date, the Commencement Date for such Lease) to the date of such prepayment *plus* (iii) all other amounts then owing thereunder; or

(c) *Payment in Full.* Upon the expiration of the Lease Term under a Lease, upon payment in full of all Rental Payments then due and all other amounts then owing under such Lease to Lessor.

After (i) payment of (A) the applicable Prepayment Price and all other amounts then owing under a Lease in accordance with Section 10.01(a) of this Agreement or (B) the applicable Casualty Value and all other amounts then owing under a Lease in accordance with Section 10.01 (b) of this Agreement or (ii) upon the expiration of the Lease Term of a Lease, payment in full of all Rental Payments then due and all other amounts then owing thereunder in accordance with Section 10.01(c) of this Agreement, Lessor's security interests in and to the related Equipment under such Lease will be terminated and Lessee will own such Equipment free and clear of Lessor's security interest in such Equipment.

ARTICLE XI

Section 11.01. Assignment by Lessor. (a) Lessor's right, title and interest in and to the Rental Payments and any other amounts payable by Lessee under any and all of the Leases and the Escrow Agreement relating to any Lease, its security interest in the Equipment subject to the related Lease and in any related Escrow Account, and all proceeds therefrom (collectively, with respect to each Lease and related Escrow Agreement, the "*Related Assigned Rights*"), may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees without the necessity of obtaining the consent of Lessee; *provided*, that any such

assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a “*qualified institutional buyer*” as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an “*accredited investor*” as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Related Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Related Assigned Rights (or interest therein), subject to each investor’s right at any time to dispose of the Related Assigned Rights (or any interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Related Assigned Rights with respect to a Lease or the creation of any interest in the Related Assigned Rights with respect to a Lease in an aggregate principal component that is less than \$100,000 and (iii) shall not require Lessee to make Rental Payments, to send notices or otherwise to deal with respect to matters arising under the Related Assigned Rights with respect to a Lease with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Related Assigned Rights with respect to a Lease are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the “*Lease Servicer*”) to act on their behalf with respect to the Related Assigned Rights with respect to a Lease, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under the related Lease. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Related Assigned Rights with respect to a Lease (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer for such Lease. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term under each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or any Vendor. Assignments in part may include, without limitation, assignment of all of Lessor’s security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment and all of

Lessor's security interest in and to the related Escrow Account, or all rights in, to and under the related Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign a Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment with respect to such Lease, substantially in the form of *Exhibit H* attached hereto, within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement, any Lease or any portion of the Equipment, any Escrow Agreement or the Escrow Account related thereto may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under any Lease within ten (10) days of the date when due as specified therein, (ii) maintain insurance as required under such Lease (including Section 7.02 of this Agreement, which is incorporated therein), or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 6.01 or 6.02 hereof for any Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement or any Lease on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided that*, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor (including,

without limitation, the occurrence of any Event of Default under any other Lease), or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$100,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable Federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists under any Lease, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps with respect to any or all Leases with an Event of Default under this Agreement, including those with an Event of Default pursuant to Section 12.01(d) (each a “Defaulted Lease”):

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to one or more Defaulted Leases and other amounts payable by Lessee under each such Defaulted Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term under any one or more Defaulted Leases, Lessor may enter the premises where the Equipment listed in any one or more of each such Defaulted Leases is located and retake possession of such Equipment or require Lessee at Lessee’s expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to each such Defaulted Lease and other amounts related to each such Defaulted Lease that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under each such Defaulted Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer’s and

attorney's fees), subject, however, to the provisions of Section 3.03 of this Agreement. The exercise of any such remedies respecting any such Event of Default under any such Defaulted Lease shall not relieve Lessee of any other liabilities under each such Defaulted Lease or any other Lease that Lessor determines not to treat as a Defaulted Lease or with respect to the Equipment listed therein;

(c) Lessor may terminate the Escrow Agreement relating to any one or more of such Defaulted Leases and apply any proceeds in each such applicable Escrow Account thereunder to the Rental Payments scheduled to be paid under any one or more of such Defaulted Leases as Lessor shall determine; and/or

(d) Lessor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under any one or more of such Defaulted Leases or each such Escrow Agreement relating thereto or as a secured party in any or all of the Equipment subject to any one or more of such Defaulted Leases or with respect to the related Escrow Account for one or more of such Defaulted Leases.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and/or under any Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Defaulted Lease, Equipment listed in such Defaulted Lease or rights thereunder, then to amounts due pursuant to such Defaulted Lease and to other amounts related to such Defaulted Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Defaulted Lease, Equipment listed in more than one Defaulted Lease or rights under more than one Defaulted Lease, then to amounts due pursuant to one or more of such Defaulted Leases as Lessor shall determine and distribute on a pro rata basis or on such other basis as Lessor shall determine.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement or any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement and each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or thereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided* that only Counterpart No. 1 of each Lease (including the terms and provisions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law; Venue; Waiver of Jury Trial. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State. The parties hereto consent and submit to the jurisdiction of the State and venue in any state or Federal court of such State for the purposes of any suit, action or other proceeding arising in connection with this Agreement or any Lease, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement or any Lease.

Section 13.07. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

Section 13.08. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated by this Agreement and each Lease thereunder (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement and each Lease thereunder provided by the Lessor and any affiliate thereof are arm's-length commercial transactions between the Lessee, on the one hand, and the Lessor and its

affiliates, on the other hand, (ii) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and each Lease thereunder and by the other related documents; (b) (i) the Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Lessee, or any other person and (ii) neither the Lessor nor any of its affiliates has any obligation to the Lessee with respect to the transactions contemplated by this Agreement and each Lease thereunder except those obligations expressly set forth herein and in the other related documents; and (c) the Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Lessee, and neither the Lessor nor any of its affiliates has any obligation to disclose any of such interests to the Lessee. To the fullest extent permitted by law, the Lessee, hereby waives and releases any claims that it may have against the Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement and each Lease thereunder.

Section 13.09. Entire Agreement. The parties agree that this Agreement and each Lease hereunder constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:

Banc of America Public Capital Corp

555 California Street, 4th Floor

San Francisco, California 94104

Attention: Contract Administration

Fax No.: (415) 765-7373

By: _____

Name: _____

Title: _____

LESSEE:

Attention: _____

Fax No.: _____

By: _____

Name: _____

Title: _____

Signature Page of Master Equipment Lease/Purchase Agreement

LIST OF EXHIBITS

Exhibit A	Form of Schedule of Property
Exhibit B	Form of Rental Payment Schedule
Exhibit C-1A	Form of Authorizing Resolution (Agreement & Lease)
Exhibit C-2A	Form of Incumbency and Authorization Certificate (Agreement & Lease)
Exhibit D	Form of Opinion of Counsel to Lessee
Exhibit E	Form of Final Acceptance Certificate
Exhibit F	Form of Self-Insurance Certificate
Exhibit G	Form of Bank Qualification Certificate
Exhibit H	Form of Notice and Acknowledgement of Assignment
Exhibit I	Form of Escrow and Account Control Agreement

EXHIBIT A

FORM OF SCHEDULE OF PROPERTY NO. _____

Re: Master Equipment Lease/Purchase Agreement, dated as of _____,
between **Banc of America Public Capital Corp, a Kansas corporation**, as
Lessor, and _____, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “*Agreement*”).

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	MODEL NO.	LOCATION
----------	-------------	------------	-----------	----------

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Rental Payment Schedule attached to this Schedule as *Exhibit B* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, and (ii) the date on which sufficient moneys to acquire and install the Equipment listed in this Schedule are deposited for that purpose with an Escrow Agent pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the “*Commencement Date*”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Rental Payment Schedule attached to this Schedule *plus* all Rental Payments then due

(including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Schedule.

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Schedule; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

[OPTION: IF ESCROW AGREEMENT IS USED:

6. *Lease Proceeds.* The Lease Proceeds that Lessor shall pay to the Escrow Agent in connection with this Schedule is \$_____, which \$_____ is for deposit into the Escrow Account. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Schedule.

OR IF VENDOR PAID DIRECTLY USE:

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Schedule to be paid to the Vendor (or reimbursed to Lessee) is \$ _____.]

[OPTION: IF ESCROW AGREEMENT IS USED:

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the _____ month following the date hereof.]

[OPTION: IF ESCROW AGREEMENT IS USED AND A SURETY BOND IS REQUIRED:

[8] *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Schedule, a payment and performance bond (“Surety Bond”) executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of “A-” or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor’s obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee’s obligations under this Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section ____, or, at Lessor’s sole discretion, such Surety Bonds may be provided after the Commencement Date of this Schedule, provided however, that no “Disbursement Request” pursuant to the Escrow Agreement for this Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section _____ have been delivered to Lessor.

[8][9].*Lease Term.* The Lease Term shall consist of the Original Term and ____ consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

[OPTION: IF CROSS-COLLATERALIZATION IS REQUIRED:

[9][10]. *Cross-Collateralization.* To further secure the payment and performance of Lessee’s obligations under this Schedule and, as a separate grant of security, to secure the payment and

performance of all other obligations owing to Lessor under Schedule of Property No. ____ under the Agreement, Lessee grants to Lessor a continuing security interest in the Collateral for this Schedule and Schedule of Property No. ____ under this Agreement (each, a “Cross-Collateralized Lease” and, collectively, the “Cross-Collateralized Leases”); provided, however, that if there then exists no Event of Default under any Cross-Collateralized Lease, Lessor’s security interest in the Collateral subject to a Cross-Collateralized Lease shall terminate upon the payment and performance of all obligations of Lessee under such Cross-Collateralized Lease.

[OPTION: IF MOTOR VEHICLES ARE BEING FINANCED:

[10][11]. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) *Registered Owner:* _____
- (b) *Lienholder:* **Banc of America Public Capital Corp**
Northeast Center Building
2059 Northlake Parkway
Tucker, GA 30084-5321

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor’s files throughout the Lease Term of the Lease created hereby.

Dated: _____

LESSOR:
Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

LESSEE:

Attention: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Counterpart No. ____ of ____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

FORM OF RENTAL PAYMENT SCHEDULE

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE [including prepayment premium; if applicable]	CASUALTY VALUE [including casualty premium; if applicable]
---------------------------	-----------------------------	---------------------	----------------------	------------------------	---	---

Contract Rate; Taxable Rate. The Contract Rate for this Schedule is _____% per annum. The Taxable Rate for this Schedule is _____% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Schedule is _____.

LESSOR:
Banc of America Public Capital Corp

LESSEE:
[_____]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT C-1A

FORM OF AUTHORIZING RESOLUTION (AGREEMENT & LEASE)

A RESOLUTION OF THE GOVERNING BODY OF _____,
AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER
EQUIPMENT LEASE/PURCHASE AGREEMENT AND SEPARATE
SCHEDULES THERETO FOR THE ACQUISITION, FINANCING AND
LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN
THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND
DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION
THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO
THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY
THIS RESOLUTION.

WHEREAS, _____ (the “*Lessee*”), a [city] [county] [school district]
[special district] [body corporate and politic] duly organized and existing under the laws of the
State/Commonwealth of _____, is authorized by the laws of the State/Commonwealth of
_____ to acquire, finance and lease personal property (tangible and intangible) for the
benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the “*Board*”) has determined that a need
exists for the acquisition and financing of certain property consisting of _____
[insert general description, such as public works equipment, office equipment, public safety
vehicles, communications] (collectively, the “*Equipment*”) on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that
certain Master Equipment Lease/Purchase Agreement (the “*Agreement*”) with **Banc of America
Public Capital Corp** (or one of its affiliates), as lessor (the “*Lessor*”), substantially in the
proposed form presented to the Board at this meeting, and separate Schedules thereto
substantially in the form attached to the Agreement; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and
effective administration thereof to enter into the Agreement and separate Schedules relating
thereto from time to time as provided in the Agreement for the acquisition, financing and leasing
of the Equipment to be therein described on the terms and conditions therein and herein
provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the
Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the
terms of the Agreement (including the form of Schedule of Property and the form of Rental
Payment Schedule, both attached thereto), in the form presented to the Board at this meeting, are
in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by _____ [insert title of officials] of the Lessee (the “*Authorized Officials*”) executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Rental Payment Schedule attached thereto, any related Escrow Agreement and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$ _____; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed [seven] years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or [ten percent (10%)] per annum. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of [two] years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and related Escrow Agreement until such time as the governing body of the Lessee shall designate

any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this _____ day of _____.

[_____] ,
as lessee

[SEAL]

By: _____
Printed Name: _____
Title: _____

ATTEST:

By: _____
Printed: Name: _____
Title: _____

The undersigned, a duly elected or appointed and acting _____
[Secretary] [City Clerk] [County Clerk] of the Lessee identified in the above Resolution No. ____
(the "*Resolution*"), hereby certifies that the Resolution is a full, true and correct copy of such
Resolution as adopted by the governing body of the Lessee on _____, 20___. The
Resolution is in full force and effect on the date hereof and has not been amended, modified or
otherwise changed by the governing body of the Lessee since the date of adoption of the
Resolution.

DATED this ____ day of _____, 20__.

Name: _____
Title: _____

EXHIBIT C-2A

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (AGREEMENT & LEASE)

The undersigned, a duly elected or appointed and acting _____
[Secretary] [City Clerk] [County Clerk] of _____ (“*Lessee*”) certifies
as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the “*Officials*”) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. THE OFFICIALS ARE DULY AUTHORIZED, ON BEHALF OF LESSEE, TO NEGOTIATE, EXECUTE AND DELIVER THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF _____ (THE “*AGREEMENT*”) AND SEPARATE SCHEDULES RELATING THERETO FROM TIME TO TIME AS PROVIDED IN THE AGREEMENT (COLLECTIVELY, THE “*SCHEDULES*”), EACH BY AND BETWEEN LESSEE AND BANC OF AMERICA PUBLIC CAPITAL CORP (“LESSOR”), THE ESCROW AND ACCOUNT CONTROL AGREEMENT DATED AS OF _____ BY AND AMONG LESSOR, LESSEE AND _____ AS ESCROW AGENT, ALL DOCUMENTS RELATED THERETO AND DELIVERED IN CONNECTION THEREWITH, AND ANY FUTURE MODIFICATION(S) OR AMENDMENTS THEREOF (COLLECTIVELY, THE “*OPERATIVE AGREEMENTS*”), AND THE OPERATIVE AGREEMENTS ARE BINDING AND AUTHORIZED AGREEMENTS OF LESSEE, ENFORCEABLE IN ALL RESPECTS IN ACCORDANCE WITH THEIR RESPECTIVE TERMS.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

DATED: _____ BY: _____
NAME: _____
TITLE: _____

(THE SIGNER OF THIS CERTIFICATE CANNOT BE LISTED ABOVE AS AUTHORIZED TO EXECUTE THE
OPERATIVE AGREEMENTS.)

EXHIBIT D

FORM OF OPINION OF COUNSEL TO LESSEE (to be typed on letterhead of counsel)

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of _____, by and between **Banc of America Public Capital Corp**, as Lessor, and _____, as Lessee

Ladies and Gentlemen:

As legal counsel to _____ (“*Lessee*”), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of _____ (the “*Agreement*”) and Exhibits thereto, by and between **Banc of America Public Capital Corp**, as lessor (“*Lessor*”), and Lessee; (b) an executed counterpart of Schedule of Property No. _____, dated _____, by and between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Schedule of Property No. _____ together with such incorporated terms and provisions are herein referred to collectively as the “*Schedule*”), has attached the Rental Payment Schedule with respect thereto (the “*Payment Schedule*”) executed by Lessee, and provides for the lease of certain property listed in the Schedule (the “*Equipment*”); (c) an executed counterpart of that certain Escrow and Account Control Agreement dated as of _____ (the “*Escrow Agreement*”), by and among Lessor, Lessee and _____, as Escrow Agent; (d) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Schedule, the Escrow Agreement and documents related thereto; and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Schedule, including the terms and provisions of the Agreement incorporated therein by reference, the related Payment Schedule, the Escrow Agreement and the documents relating thereto are herein collectively referred to as the “*Transaction Documents*”.

Based on the foregoing, I am of the following opinions:

1. Lessee is a [city] [county] [school district] [special district] [body corporate and politic], duly organized and existing under the laws of the State, and is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the “*Code*”) and the obligations of Lessee under the Lease will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State or Federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease, the Escrow Account or other Collateral thereunder.

6. The portion of Rental Payments designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of _____ personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the Federal individual or corporate alternative minimum taxes.

All capitalized terms herein shall have the same meanings as in the Transaction Documents, unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments under the Lease, are entitled to rely on this opinion.

Printed Name: _____
Firm: _____
Address: _____
Telephone No.: _____

Signature: _____
Dated: _____

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp

555 California Street, 4th Floor

San Francisco, California 94104

Re: Schedule of Property No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of _____, by and between **Banc of America Public Capital Corp**, as Lessor, and _____, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. All of the Equipment listed in the above-referenced Schedule of Property (the "*Schedule*") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Schedule by reference are true and correct as of the date hereof.
5. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the date of the execution and delivery of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: _____

LESSEE:

By: _____

Name: _____

Title: _____

EXHIBIT F

FORM OF SELF-INSURANCE CERTIFICATE

Banc of America Public Capital Corp

555 California Street, 4th Floor

San Francisco, California 94104

Re: Schedule of Property No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of _____, by and between **Banc of America Public Capital Corp**, as Lessor, and _____, as Lessee

In connection with the above-referenced Schedule of Property (the "*Schedule*"), _____ (the "*Lessee*") hereby warrants and represents to **Banc of America Public Capital Corp** the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the above-referenced Master Equipment Lease/Purchase Agreement incorporated into the Schedule by reference.

1. The Lessee is self-insured for damage or destruction to the Equipment listed in the Schedule (herein, the "*Equipment*"). The dollar amount limit for property damage to the Equipment under such self-insurance program is \$_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$_____.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is \$_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$_____.]

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$_____. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of \$_____.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from such sources are limited as follows: _____.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

By: _____

Name: _____

Title: _____

EXHIBIT G

FORM OF BANK QUALIFICATION DESIGNATION

The undersigned, a duly authorized official of _____ (the “Lessee”) certifies in connection with Schedule of Property No. _____, dated as of _____, which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of _____ (such Schedule of Property and incorporated terms and provisions are herein referred to as the “Lease”), each by and between Bank of America, National Association and Lessee, as follows:

1. The obligations evidenced by the Lease are not “private activity bonds” as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”);

2. The Lessee hereby designates the principal components of the Rental Payments payable under the Lease as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

3. The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Lessee (and all entities treated as one issuer with the Lessee, and all subordinate entities whose obligations are treated as issued by the Lessee) during the current calendar year will not exceed \$10,000,000; and

4. Not more than \$10,000,000 of obligations issued by the Lessee during the current calendar year has been designated for purposes of Section 265(b)(3) of the Code.

DATE: _____

LESSEE:

By: _____

Name: _____

Title: _____

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANC OF AMERICA PUBLIC CAPITAL CORP (“*Assignor*”) hereby gives notice that, as of _____, 20__, it has assigned and sold to _____ (“*Assignee*”) all of Assignor’s right, title and interest in, to and under Schedule of Property No. _____, dated _____ (including the Rental Payment Schedule attached thereto, the “*Schedule*”), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of _____ (the “*Agreement*”), each by and between Assignor and _____ (“*Lessee*”), together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor’s right, title and interest in the Equipment listed in the Schedule and all of Assignor’s right, title and interest in, to and under the Escrow and Account Control Agreement dated as of _____, 20__ (the “*Escrow Agreement*”) by and among Lessee, Assignor and _____, as Escrow Agent, together with the Escrow Account related thereto (collectively, the “*Assigned Property*”).

For purposes of this Notice and Acknowledgment of Assignment (the “*Acknowledgment*”), “*Lease*” means collectively the Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term “*Lease*” specifically excludes all other Schedules of Property entered into under the Agreement and Rental Payments other than with respect to the Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) [except as provided in Section 3.03 of the Agreement,] the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this "*Acknowledgement*"), the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	\$ _____
Total Amount of Rental Payments Remaining	\$ _____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Account	\$ _____

4. The Lease remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

LESSEE: _____
[FOR EXHIBIT PURPOSES ONLY]

By: _____
Name: _____
Title: _____

ASSIGNOR: **BANC OF AMERICA PUBLIC CAPITAL CORP**

[FOR EXHIBIT PURPOSES ONLY]

By: _____
Name: _____
Title: _____

EXHIBIT I

ESCROW AND ACCOUNT CONTROL AGREEMENT

ATTACHMENT 4 Resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT, AND SEPARATE SCHEDULES THERETO FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREIN; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Monterey Park (the “*Lessee*”), duly organized and existing under the laws of the State of CALIFORNIA, is authorized by the laws of the State of CALIFORNIA to acquire, finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the “*City Council*”) has determined that a need exists for the acquisition and financing of certain property consisting of one Fire ladder truck and two Fire Engines (collectively, the “*Equipment*”) on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the “*Agreement*”) with **Banc of America Public Capital Corp** (or one of its affiliates), as lessor (the “*Lessor*”), substantially in the proposed form presented to the Board at this meeting, and separate Schedules thereto substantially in the form attached to the Agreement; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Schedules relating thereto from time to time as provided in the Agreement for the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

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

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

Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto), in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

SECTION 2. *Approval of Documents.* The form, terms and provisions of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by City Manager of the Lessee (the “Authorized Officials”) executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Rental Payment Schedule attached thereto, any related Escrow Agreement and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$2,618,000; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed [seven] years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or [ten percent (10%)] per annum. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of [two] years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

SECTION 3. *Other Actions Authorized.* The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

SECTION 4. *No General Liability.* Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

SECTION 5. *Appointment of Authorized Lessee Representatives.* The City Manager and Director of Management Services of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

SECTION 6. *Severability.* If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 7. *Repealer.* All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

SECTION 8. *Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.

PASSED, APPROVED AND ADOPTED this 5th day of September, 2018.

Stephen Lam, Mayor
City of Monterey Park,
California

ATTEST:

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

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

By: _____
Karl H. Berger
Assistant City Attorney

Resolution No.

Page 4

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 5th day of September, 2018, by the following vote:

AYES:

NAES:

ABSENT:

ABSTAIN:

Dated this 5th day of September, 2018

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

ATTACHMENT 5

KME Fire Apparatus Proposal



August 22, 2018

City of Monterey Park Fire Department
Fire Chief Scott Haberle

Chief Haberle,

On behalf of KME Fire Apparatus, I am pleased to offer the City of Monterey Park this proposal for two (2) 2018 KME Custom Type 1 Pumpers per the attached technical specifications. These are custom apparatus that are designed for heavy use and will serve the City well for many years. The pricing provided below has been calculated using the current Los Angeles County Cooperative Purchasing Agreement to allow the lowest possible base price to the City.

Individual Unit Pricing

Base Price: \$581,914.00
CA Sales Tax: \$53,246.00
CA Tire Fee: \$11.00

Per unit price: \$623,240.00

Total Contract Price for Two Units

Base Price: \$1,163,828.00
CA Sales Tax: \$106,492
CA Tire Fee: \$22.00

Two unit total price: \$1,246,480.00

With the current KME workload, completion of these units is estimated to be between 300-330 days after receipt of a signed purchase order.

Please let me know if you have any questions pertaining to this proposal or any portion of the purchase process. I can be reached by phone at 909-917-4339 or by email at bgomez@kmefire.com

Respectfully,

Brandon Gomez

Brandon Gomez – KME Factory Sales



August 22, 2018

City of Monterey Park Fire Department
Fire Chief Scott Haberle

Chief Haberle,

On behalf of KME Fire Apparatus, I am pleased to offer the City of Monterey Park this proposal for one (1) 2018 KME Custom Tractor Drawn Aerial Quint per the attached technical specifications. This custom apparatus is designed for heavy use and will serve the City well for many years. The pricing provided below has been calculated using the current Los Angeles County Cooperative Purchasing Agreement to allow the lowest possible base price to the City.

Base Price: \$1,253,814.00
CA Sales Tax: \$117,070.00
CA Tire Fee: \$22.00

Total Price: \$1,370,898.00

With the current KME workload, completion of these units is estimated to be between 330-360 days after receipt of a signed purchase order.

Please let me know if you have any questions pertaining to this proposal or any portion of the purchase process. I can be reached by phone at 909-917-4339 or by email at bgomez@kmeffire.com

Respectfully,

Brandon Gomez

Brandon Gomez – KME Factory Sales

ATTACHMENT 6

Los Angeles County Bid Specifications

Fire Engine (Pumper)



Fire Ladder Truck (Tractor Drawn Aerial)



Exhibit A

**SPECIFICATIONS FOR COMBINATION TANK
AND PUMPING ENGINES
SPECIFICATION # FD749-17-18**

Bid No.: **RFB-IS-18200687**

Specifications: **Exhibit A / FD749-17-18** **Year: 2017-18**

Make KME Fire Apparatus

Model Severe Service Pumper

Firm KME Fire Apparatus

Address 1 Industrial Complex

Nesquehoning, PA 18240

Bidder shall indicate opposite each item of these
specifications wherein the unit he offers differs
from unit described.

**CONSOLIDATED FIRE PROTECTION
DISTRICT OF
LOS ANGELES
COUNTY**

**SPECIFICATIONS FOR COMBINATION
TANK AND PUMPING ENGINES
SPECIFICATION # FD749-
17-18**

1. STATEMENT OF SOLICITATION

The Consolidated Fire Protection District of Los Angeles County, herein after District, is desirous of purchasing triple combination tank and pumping engines.

Comply

Two (2) sealed proposals from licensed dealers for the purchase of fire apparatus equipped in accordance with these specifications.

Comply

Under separate cover, please submit the pricing and proposals requested in Attachment "A", which shall be used for evaluation purposes only.

Comply

2. NOTICE TO BIDDERS

When submitting bids, bidders are required to indicate opposite each item of these specifications when the unit offered differs from the unit described. Terms such as "Comply", "As specified", "To meet specifications", "Per your specifications", or the "omission of detailed information" shall be interpreted as being in complete compliance with specifications.

Comply

Bidders may not take exception to items in these specifications where the term "**No exceptions**" is specified.

Comply

Each bid shall be accompanied by two (2) sets of detailed "Contractor's Specifications" to include scaled drawings of the apparatus to be delivered. The following shall be included or the bid may be rejected:

Comply

A detailed description of the apparatus indicating size, type,

make and model of each major operating system or major component of the apparatus, a list of equipment to be furnished and performance details to which the apparatus furnished under contract must conform.

Comply

Complete and accurate data and drawings of the apparatus chassis: reflecting materials, yield strength, section modulus, cross members and all principal dimensions.

Complete top, left, right, front, and rear views of the apparatus including overall height, overall length, overall width, height of bodies proper, wheelbase, ground clearance, front and rear overhang, break over angle and angles of approach and departure.

Cab interior and engine enclosure dimensions.

Location and dimensions of all compartments and compartment door openings.

Location of the fuel tank, controls, gauges, all major equipment and components, and exterior lighting.

Projected unladen weight and weight distribution. Wall-to-wall and curb-to-curb turning diameters.

Each bid shall also be accompanied by the following:

Detailed performance reports reflecting grade start-ability, road grade-ability and top speed in all gears for the proposed apparatus loaded to the manufacturer's certified weight rating with final drive gear ratio providing 68 mph @ 1700 RPM and one ratio higher and lower.

A complete description of the drive axle and brakes and a copy of the axle manufacturer's certification approving their use on the proposed apparatus. Bidder to submit ratio for approval by the District.

A complete description of the steer axle, steering components, steering geometry and brakes and a copy of the axle manufacturer's certification approving their use on the proposed apparatus.

A complete description of the ABS and ATC systems and a copy of the manufacturer's certification approving their use on the proposed apparatus and its interface compatibility with the proposed brake system, engine, transmission, auxiliary

Comply

retarder and compression brake.

A copy of the wheel manufacturer's certification approving the wheels for the weight and tire pressures required for use on the proposed apparatus.

Comply

Data and/or drawings describing the type of charge air cooler, to include principal dimensions, core type, fins per inch, number of rows, number of tubes per row and materials.

Data and/or drawings describing the type of radiator and tank configuration proposed, to include principal radiator, core and tank dimensions, core type, fins per inch, number of rows, number of tubes per row, tube I.D., tube O.D., tube wall thickness and materials.

Data describing the type of engine fan proposed, to include principal dimensions and airflow performance.

A copy of the engine manufacturer's certification approving the engine installation and cooling system on the proposed apparatus.

A copy of the transmission manufacturer's certification approving the transmission installation and oil cooling system on the proposed apparatus.

A detailed drawing and description of the proposed auxiliary cooler.

A sectional drawing of the chassis, drawn to scale, showing the length of the drive shafts and universal joint angles. A copy of the universal joint manufacturer's certification approving the drive line configuration and its use on the proposed apparatus.

A detailed description of the pump transmission and a copy of the pump transmission manufacturer's certification approving its use on the proposed apparatus.

The main pump's make, model, and complete statistical information including a certified graph showing its performance characteristics.

A detailed drawing of the water tank reflecting physical dimensions, type of material, gauge of material, baffles, inlets, outlets and overflow.

Comply

A detailed drawing and description of the water tank mounting.

Comply

Bids shall be considered on apparatus complying substantially with these specifications as determined by the District, provided each deviation is explained in detail and the substitution is described, including technical documentation demonstrating equivalency and the system, method, or device is approved for the intended purpose, in a letter attached to the bid.

The determination of equal rests entirely with the District where the term "or equal" is specified in these specifications.

All warranties must be submitted in writing and may be evaluated as part of the bidder's formal bid offering.

Delivery time shall be submitted in writing with the bid and may be evaluated as part of the bidder's formal bid offering.

Bidders shall give special consideration to the following items: apparatus maneuverability, ease of operation including pump operation and driving, cab interior working space, **a priority for the driver and officer**, accessibility to the various units that require periodic maintenance operations, production schedule and symmetrical design proportions.

Each bid shall include the location of the factory where the apparatus is to be built.

Bidders shall show they are in a position to render prompt service, to furnish replacement parts, and make repairs for said apparatus, including motor.

Bidders are required to state the unit price complete, exclusive of sales tax, in this bid. Prices quoted shall be F.O.B. Los Angeles.

Failure to adhere to the aforementioned requirements for bid submission may be sufficient cause for rejection of the bid.

A. Indemnification

Comply

Successful bidder and/or fire departments participating in this solicitation agree to indemnify, defend and hold harmless District and County, and their elected and appointed officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from

or connected with claims and lawsuits for damage relating to the execution of this solicitation, subsequent purchases or contract, or lawsuits and damages relating to the products, equipment and/or apparatus purchased under said agreement.

Comply

B. Formal Approval for Contract

Comply

Acceptance of a proposal does not constitute a contract with the District. A contract shall be created only by formal approval by the Board of Supervisors of the County of Los Angeles or issuance of a purchase order by the County Purchasing Agent.

C. District Option to Reject All Proposals

Comply

The District may, at its discretion, reject all proposals submitted in response for bids. Under no circumstances shall the District be liable for any costs incurred in connection with the preparation and submission of any proposal.

D. Marketing

Comply

As a result of this solicitation and subsequent agreement, the successful bidder, their employees, agents, subcontractors and suppliers shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the District or County without the prior written consent of the District Fire Chief and County Counsel. The District, as the lead agency behind this solicitation and subsequent agreement, is entitled to any and all compensation (monetary or non-monetary) arising from any marketing agreements or marketing arrangements that are established between the successful bidder and the District. The successful bidder shall not make or commit to any marketing arrangements with any other agency involved in this solicitation or subsequent agreement without the written consent and approval of the Fire Chief and County Counsel.

3. LIQUIDATED DAMAGES

Comply

All time limits stated in the purchase order shall be in calendar days and are of the essence; and should the delivery not be completed on or before the time stipulated, it is mutually agreed and understood by and between the successful bidder and the District that:

A delay would seriously affect the public and the operation of Los Angeles County; that a reduction in the unit price of One Hundred Dollars (\$100) per calendar day for each and every day for each unit where delivery is beyond the delivery time set forth in the purchase order is the nearest measure of damages for such delay that can be fixed at this time; therefore, the District and the successful bidder hereby establish said reduction in the unit price of One Hundred Dollars (\$100) per calendar day for each and every day of delay for each unit as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the purchase order.

Comply

Liquidated damages shall not apply to time elapsing between date of delivery and date of notification to the successful bidder of rejection of sub-specification material.

The aforementioned conditions may be invoked if delivery exceeds the specified time, or if replacement of material not meeting specifications exceeds the specified time.

Should the successful bidder be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the District, or inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of the defense or war program, then the time of completion shall be extended for such period as may be agreed upon by the District and the successful bidder.

Shall there be insufficient time to grant such extensions prior to completion date of the contract, the District may at the time of acceptance of work waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.

In the event that the successful bidder is on strike at the time of the award of the bid, the District reserves the option to accept the first acceptable bid from a manufacturer that is not on strike.

The awarded vendor further agrees that they are ultimately responsible for all components used in the manufacturing of the apparatus and that liquidated damages may be imposed for failure to resolve warranty issues in a manner consistent with the specifications and/or as agreed upon by the District for the duration of the warranty period.

4. **COMPLIANCE WITH CODES AND STATUTES**

Comply

The apparatus shall in every respect comply with, and conform to, unless otherwise specified herein, the latest revision of the National Fire Protection Association Standard 1901.

The complete vehicle shall in every respect, comply with and/or conform to, the latest editions of the State of California Motor Vehicle Codes, Federal Motor Vehicle Safety Standards, National Electrical Code Standards, Health and Safety Codes and provisions of the Occupational Safety and Health Act.

THIS VEHICLE IS USED FOR RESPONDING TO EMERGENCY CALLS AND IS EXEMPT FROM THE REQUIREMENTS OF CALIFORNIA LAW FOR MOTOR VEHICLE POLLUTION CONTROL DEVICES AS PER SECTION 27156.2 OF THE CALIFORNIA VEHICLE CODE.

It is the sole responsibility of the successful bidder to advise the District in writing of any conflicts between the requirements herein and the aforementioned Codes and Standards.

5. **INTENT OF SPECIFICATIONS**

Comply

It is the intent of these specifications to obtain tank and pumping apparatus that shall meet the construction and performance requirements reflected herein and the rigorous requirements of both on and off road fire department service.

These specifications are intended to describe the type, size, and quality of apparatus desired and to cover the furnishing and delivery to the District of complete apparatus equipped as hereinafter specified.

These specifications are intended to describe the District's "**MINIMUM**" requirements.

Nothing in these specifications is intended to prevent the use of systems, methods, or devices or equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety in place of those prescribed by these specifications.

Minor details of construction and materials, where not otherwise specified, are left to the discretion of the manufacturer, who shall be solely responsible for the design and construction of all features.

6. **REFERENCES**

Comply

References are listed to indicate the specific type, quality, function and/or durability of the item or items required. Bidders may offer superior or an approved equal product or item. The District shall make the final determination on comparability of item offered. If the item or items offered is not comparable, the bidder shall provide the item specified or an approved equal at no additional cost.

7. **INFORMATION REQUIRED**

Comply

All required documentation, printed material, manuals, books, charts, schematics, videotapes, etc., shall be **exact as-built** representations of the apparatus delivered. **No exceptions.**

Each apparatus shall be furnished with the following upon delivery to include a minimum of one (1) original hard copy (unless otherwise noted):

- A. Complete sets of operator's manuals for the entire apparatus and each major operating system or major component of the apparatus.
- B. Complete sets of parts books for the entire apparatus and each major operating system or major component of the apparatus.
- C. Assembly line setting tickets **with OEM part numbers.**
- D. Complete maintenance manuals for the entire apparatus and each major operating system or major component of the apparatus.
- E. Complete electrical schematics.
- F. Complete air system schematics.
- G. Complete piping diagrams reflecting piping layout, valves and pipe sizes.
- H. Large lubrication charts, not less than 18" x 24", shall be phantom views of the complete apparatus showing points of lubrication, the proper lubricant types and the amount to be used at each location requiring lubrication.

I. Items "A-H" shall be furnished in the format of six (6) thumb drives for the entire order.

Comply

J. The awarded bidder shall furnish copies of the **pump manufacturer's Certification of Hydrostatic Test** capable of withstanding 500 pounds of hydrostatic pressure in the main pump body, suction, and discharge manifolds, adapters, and caps to be delivered with apparatus. This test shall be conducted for a period of not less than ten (10) minutes.

K. A copy of all test certifications required herein.

L. Delayed Warranty Start Date Form from the date put in service.

Failure to provide the aforementioned information with each apparatus delivered shall be cause for non-acceptance of the apparatus. **No exceptions.**

8. TERMS OF PURCHASE

Comply

A. The company submitting a bid agrees to enter into a contract covering such equipment and at the discretion of the District, may be required to file a good and sufficient bond in the sum as directed by the bid instructions for the faithful performance of the apparatus and security of District funds in accordance with these regulations and equipment specifications. Any bond provider may not be directly or indirectly affiliated with the bidder. The cost of the bond shall be submitted as a separate line item cost and may be utilized at the discretion of the District but shall not be utilized during the award process.

- *Vendors - Vendors are required to provide the cost of 100% Performance Bond (on the pricing page in the solicitation) as a separate line item from the overall cost of the Pumpers.*
- *Evaluation of the bids will be based on the cost of the overall Pumpers (the specific quantity of pumpers that has been selected – i.e. 12 EA, 11 EA or 10 EA), excluding the Performance Bond; however, if the District deems it necessary to make the Performance Bond a requirement, then the evaluation will be based on the total cost of the Pumpers, including the cost of the Performance Bond.*

B. Acceptance of the apparatus by the District does not eliminate the bidder's contractual requirements to provide an apparatus that is in full compliance with all specification requirements. Additionally, warranty clauses shall not limit the District's rights after inspection in relation to latent defects, fraud, or gross mistakes that amount to fraud.

Comply

C. It is mandatory that the bidder, at his expense, shall provide for four (4) on-site inspection trips by a **six-person** team from the District;

- One (1) pre-construction conference
- Two (2) on-site inspections during apparatus construction and testing process
- One (1) final on-site inspection of the completed pilot apparatus during which a complete demonstration of the firefighting system shall be conducted by the manufacturer.

Each shall allow for two full conference days. Lodging and arrangements shall be reasonable and customary to the District. Airline connector flights shall be kept to a minimum.

D. It is mandatory that the bidder, at his expense, shall provide for on-site inspection trips by a **two-person** team from the District;

- Final Inspection and Acceptance of Apparatus #2-5
- Final Inspection and Acceptance of Apparatus #6-9
- Final Inspection and Acceptance of Apparatus #10-12

Please note, apparatus must be inspected and accepted at the factory before shipping to local dealership. NO EXCEPTIONS

Each shall allow for two full conference days. Lodging and arrangements shall be reasonable and customary to the District. Airline connector flights shall be kept to a minimum.

E. Construction stages of consecutive apparatus shall not exceed the approved stage of the prototype.

F. Should a bid be accepted and contract entered into, final acceptance of apparatus is subject to passing all required third party tests, meeting the "Performance Test and

Comply

Requirements" reflected herein, and final approval of the District.

G. It is a further condition that the successful bidder assume all liability in connection with any accidents, injuries, or damages connected with said tests and conference and thus hold the County of Los Angeles, Consolidated Fire Protection District of Los Angeles County, its employees, agents, and representatives harmless.

H. Notification of tests and delivery of apparatus shall be made to the District's Division Chief at (323) 881-3020. Notification shall be made 14 working days prior to either event, between the hours of 8:00 a.m. and 3:00 p.m. daily, excepting weekends and holidays. **No exceptions.**

I. The District reserves the right to reject any or all apparatus which are late in delivery.

J. A sales slip and Dealer's Report of Sale or Certificate of Origin shall be attached to the windshield of the vehicle.

K. Registration documentation shall indicate the legal and registered owner as:

**CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOSANGELES COUNTY**

1104 North Eastern Ave., Door 33 Los Angeles, CA 90063.

L. A valid California Weight Certificate showing front axle, rear axle, and total vehicle weights for the completed apparatus at the time of delivery.

M. All contacts concerning any proposed deviation from these specifications after award must be made with the County Purchasing Agent.

N. The apparatus and equipment shall not be stored on any property of the District prior to final acceptance. No repairs, additions, or alterations shall be performed on the apparatus while on District property prior to final acceptance of the apparatus.

O. Credits shall be applied to the final invoice should there be unforeseen reductions during any phase of the contract period, which may include but not limited to cost effective components, deletion of an item and/or inspection trips.

9. **QUALITY AND WORKMANSHIP**

Comply

A. The design of the apparatus must embody the latest approved automotive and emergency apparatus engineering practices.

B. The construction must be rugged and have ample safety factors provided to carry loads as specified, must be capable of operating both on and off-road and meet the requirements as set forth under "Performance Tests and Requirements."

C. Workmanship must be of the highest quality in its respective field.

D. The apparatus must be designed and completely manufactured in the United States. Shipment of pre-assembled components and body parts, etc., from a non-United States source to an assembly point in the United States is **not** acceptable.

E. The apparatus or its parts cannot be subcontracted without written permission of the District.

F. Stages of construction of consecutive apparatus shall not begin until that stage of the prototype has been inspected and approved to the satisfaction of the District.

10. **GUARANTEE**

Comply

A. **General**

Comply

1. All guarantees outlined under items "A" and "B" shall begin from the date the apparatus is placed in active service by the District.

2. Transportation of apparatus from the District Fire Shop to the manufacturer's or bidder's service facility and back, for warranty repairs, is the responsibility of the **vehicle manufacturer and/or bidder**. Warranty repairs must be completed in a reasonable time, which is acceptable to the District.

3. Apparatus shall be picked up and delivered within one (1) working day of notification or completion of warranty work.

4. Warranty performance to include:

a. The contractor shall be required to provide service within three (3) working days after notification by telephone.

Comply

b. If the contractor does not acknowledge after three (3) working days, it shall be assumed as approval for the District to repair the vehicle or obtain warranty repairs from component manufacturers or an outside manufacturer repair facility. The District shall be paid an area average hourly rate for labor inclusive of transportation and parts replaced one for one.

c. The **vehicle manufacturer** shall furnish the necessary documentation to enable the District to determine warranty with OEM, if the **vehicle manufacturer** fails to follow the dictates of Paragraph

d. Defective parts shall be labeled and retained by the District until parts are replaced. Contractor shall take full responsibility for returning any defective parts to his supplier.

e. Outside manufacturer repair facility parts and labor shall be billed directly to manufacturer.

5. All material and components used in the construction of the vehicle shall be new. Used or reconditioned material or components shall not be acceptable.

6. All identifying numbers on any component shall be the original manufacturer's number.

B. **Warranty**

Comply

1. A minimum, three (3) year/45,000 mile unconditional warranty, barring accident damage, abuse, or routine maintenance items i.e. tires, brakes, windshield wipers, etc. Guaranteed against failure due to faulty design, materials, workmanship and mounting.

a. The complete and entire apparatus including all parts and miscellaneous components, unless otherwise specified herein.

2. A minimum five (5) year/75,000 mile unconditional warranty, barring accident damage, abuse, or routine

maintenance items i.e. tires, brakes, windshield wipers, etc. Guaranteed against failure due to faulty design, materials, workmanship and mounting.

Comply

- a. Rear drive axle.
- b. Main drive transmission to include reasonable towing.
- c. Main and auxiliary fire pumps and gear cases.
- d. Air-ride suspension.
- e. Driver and officer seat mechanisms.

3. A minimum ten (10) year/150,000 mile unconditional warranty, barring accident damage, abuse, or routine maintenance items i.e. tires, brakes, windshield wipers, etc. Guaranteed against failure due to faulty design, materials, workmanship and mounting.

- a. The diesel engine supplied in the apparatus shall be provided with a minimum warranty by the engine manufacturer, 10-years/150,000 miles, 100 percent parts and labor.

- b. Cab and all related mounts, supports and bracing.

4. Pump enclosure, compartment body and all related mounts, supports and bracing. A minimum twenty (20) year unconditional warranty barring accident damage, abuse, or routine maintenance items i.e. tires, brakes, windshield wipers, etc. Guaranteed against failure due to faulty design, materials, workmanship and mounting.

- a. Frame shall be guaranteed against failure due to workmanship, or buckling, sagging, twisting, and cracking to the extent body damage would result.

5. Limited lifetime warranty on the water and foam tanks including disassembly of surrounding components and removal of the tank(s) if necessary.

6. Hours of operation shall not be used to calculate warranty, **No exceptions.**

11. DELIVERY AND SERVICE FACILITY

Comply

A. All vehicles shall have the dealer preparation service work normally performed by the dealer completed prior to delivery.

B. All vehicles shall be delivered clean, with fuel and DEF tanks full and ready for immediate operation.

Comply

C. District personnel shall inspect all vehicles for compliance with specifications. If defects are found requiring correction, it shall be the dealer's responsibility to return it to the agency for correction. All transportation to and from the District's Fire Shop shall be the responsibility of the vendor until the vehicles are accepted.

D. All vehicles shall be delivered to the District's Fire Shop, 1104 North Eastern Avenue, Door 26, Los Angeles. Division Chief of the District **shall be notified at (323) 881-3020, 14 working days prior to delivery**, between the hours of 8:00 a.m. and 3:00 p.m. daily, excepting weekends and holidays. **No exceptions.**

E. The successful bidder shall have a delivery and service facility within fifty (50) driving miles of the District Fire Shop. The facility shall have been engaged in the delivery, repair and maintenance of fire apparatus in which the vendor shall agree to provide as per this bid specification. The facility shall have been in operation a minimum of one (1) year from the date on the specification. The facility shall have adequate covered, lighted, and floored area for inspection and repair of the apparatus. This entire requirement shall be demonstrated and approved to the satisfaction of the District. **No exceptions.**

12. REPLACEMENT PARTS

Comply

A. The bidder shall state and list those parts of the proposed apparatus that are exclusively manufactured and sold by him, which are not available through regular manufacturing jobbers or retail outlets within Los Angeles County. A positive guarantee shall accompany bids stating that the manufacturer shall make available a complete stock of these captive parts.

B. Bidder shall state where manufacturer's parts are carried in stock, and length of time necessary to furnish these parts to the District's fire equipment repair shop.

C. A positive guarantee shall accompany bids stating that the manufacturer shall make available a complete stock of all parts or components on the Pacific Coast for the purpose of making delivery of such parts for a period of twenty (20) years.

D. The manufacturer shall not provide any components or parts on the proposed apparatus that reflect the manufacturer's name or logo that are not exclusively manufactured by him, thereby preventing the District from purchasing an "exact" replacement component or part through regular manufacturing jobbers or retail outlets within Los Angeles County.

Comply

13. GENERAL

Comply

A. The design of the apparatus shall embody the latest approved SAE automotive and JIC hydraulic engineering practices and standards. The construction and workmanship throughout shall be of the highest professional quality.

B. All components and component systems shall be installed in accordance with its manufacturer's installation instructions.

C. Guards, shields or other protection shall be provided when necessary in order to prevent injury of personnel by hot, moving, or rotating parts during non-maintenance operations. Internal or external illumination and labeling shall be provided for all controls, switches, instruction plates, gauges and instruments necessary for operating the apparatus and the equipment provided including the emergency manual or interlock override. Safety or critical operational instructions shall be reflective or lighted. Instructions for, and the illumination of, the aforementioned shall be to the satisfaction of the District.

D. All signs, plates and labels shall be permanent in nature, securely attached, damage resistant to normal operating temperatures and exposure to oil, fuels, water, hydraulic fluids or other fluids used on the apparatus.

E. Welding shall not be employed in the assembly of the apparatus in any manner that shall prevent the ready removal of any mechanical part or component for service or repair including the attachment of fenders, running boards or compartment hinges.

F. All welding shall be neat and have uniform beads. All welding spatter shall be removed. Any torch cut metal shall be ground smooth.

G. The body shall be provided with sufficient frame support and when fully loaded shall not rest on the plumbing.

H. All sharp edges, burrs, etc., shall be ground or filed to a smooth radius. All exposed sharp corners of structural members shall be ground to a minimum radius of 1/2" or one-half the material width, whichever is less.

I. The entire underside of the cab shall be insulated to prevent heat and sound penetration into the cab interior sheet metal surfaces.

J. Underside of fenders, running boards and inside compartments shall have no protruding sheet metal screws or other sharp objects to hamper vehicle cleaning. Workmanship shall ensure an operating environment free of accessible sharp projections and edges.

K. All hydraulic lines, air lines, high-pressure flexible piping, control cords and electrical harnesses shall be furnished with high-temperature protective looms and appropriately routed to avoid high temperature areas and components to the satisfaction of the District.

L. All hydraulic hose lines, air lines, high-pressure flexible piping, control cords and electrical harnesses shall be mechanically attached to the frame or body structure of the apparatus to the satisfaction of the District. All hydraulic lines, air lines, high-pressure flexible piping, control cords and electrical harnesses shall be furnished with protective looms, grommets and other devices at each point where they pass through body panels or other structural members or where they lie against a sharp metal edge. A through-the-frame connector shall be permitted in place of metal protective looms or grommets.

M. Polished aluminum tread plate or stainless steel scuff plates shall be used in all areas that have high exposure to paint finish or upholstery damage under normal use. These areas include, but are not limited to, seat belt receivers, front inner door post areas, surfaces adjacent to walking or stepping surfaces and equipment mounting locations and areas subject to hose coupling and equipment damage.

N. Polished aluminum tread plate shall cover the exterior rear wall of the cab and rear compartment body tailboard bulkhead.

O. Brushed stainless steel matching the pump panel shall cover the exterior front wall of the compartment body including corner radius, rear compartment body corner radius rear tailboard sides. The front wall of the left side compartment shall have two (2) cutouts provided for the radio speakers provided in the optional equipment list.

Comply

P. All areas proposed to have either stainless steel or polished aluminum tread plate shall be approved by the District. Polished aluminum diamond plate may be substituted on vertical or non-walking surfaces. Bidders shall identify which locations in their bid.

Q. Bolted construction consisting of machine screw with nuts and lock washers shall be employed whenever practicable. Metal, self-tapping or machine screw fasteners and tapped holes are acceptable **only** where they protrude into blind areas not accessible by hand or where necessary to permit items to be removed by one person where the opposite side of the fastener cannot be reached. Use of metal, self-tapping or machine screw fasteners and tapped holes shall require a doubler, with a minimum combined .250" thickness, and shall be avoided to the maximum extent practicable, i.e., cab, body and compartment panels, trim plates, body access service openings, etc. All blind hole metal, self-tapping or machine screw fasteners shall have built-in nylon self-locking technology, **No exceptions**. Welded studs shall not be employed in the assembly of the cab or compartment bodies in any manner, including the attachment of body panels, fenders, running boards, compartment hinges, etc. All fasteners shall meet or exceed SAE J429 Standards to the satisfaction of the District. **No exceptions**.

R. All braided flex lines shall be Aeroquip FC-300 or equal with standard reusable, mandrel-less nipple hex-type, JIC 37° flare fittings unless otherwise specified herein.

S. All plastic/nylon tubing shall be Parker PFT or equal and color coded for its application. Shall use nut and ferrule connecting hardware. **No exceptions**.

T. All tubing, hose fittings, flex line fittings, connectors and adapters shall be copper, brass, or stainless steel unless otherwise specified herein.

U. Copper tubing used on the apparatus shall be encased in nonmetallic fire resistant loom and adequately secured to

prevent movement. All tubing nuts used on copper tubing shall be the long shoulder-type nut.

Comply

V. All bell cranks and levers, such as used on throttle, pump valve controls, etc., shall have semicircular ends and, where they oscillate or turn on a shaft, shall be bushed at fulcrum hole.

W. Any levers or linkages which have high loads imposed on them shall have roller bearing or ball joint ends with lubrication fittings.

X. All adjustment nuts, clevises, linkage connections, etc., shall be cadmium plated unless base metal is rust resistant.

Y. Use of the apparatus manufacturer's name or logo on any component or part of the proposed apparatus must be approved by the District. X. All apparatus purchased and delivered to the District as a result of this solicitation shall be identical in every aspect.

14. PERFORMANCE REQUIREMENTS AND TESTS

Comply

A. All performance requirements and testing shall be based on the apparatus fully loaded to the manufacturer's certified weight rating and operating in ambient air temperatures from 25°F to 115°F, with 50 percent humidity, at elevations from sea level to 7,000 ft. above sea level.

B. The completed apparatus shall meet the air system, brake system, air conditioning system and engine and transmission cooling system performance requirements reflected herein.

C. An acceptance road test shall be conducted with the apparatus loaded to the manufacturer's certified weight rating. A continuous run of fifty (50) miles or more shall be made under any or all of the aforementioned operating conditions, during which time the apparatus shall show no loss of power or overheating. The transmission, drive shaft or shafts and rear drive axle shall run quietly and be free from abnormal vibration or noise throughout the operating range of apparatus.

D. The loaded apparatus shall be capable of accelerating, on a level concrete road, from a standing start to a speed of not less than 35 mph within 13 seconds.

E. The loaded apparatus shall be capable starting up and

ascending a 32% grade.

Comply

F. The loaded apparatus shall be capable of attaining a speed of not less than 6 mph from a standing start on a 32% grade.

G. The loaded apparatus shall be capable of ascending a continuous 6 percent grade, from sea level to an elevation of 7,000 ft., at a speed of not less than 40 mph.

H. The loaded apparatus top speed shall be electronically governed to 68 mph. **No exceptions.**

I. The service brakes, without auxiliary braking, shall be capable of stopping the fully loaded vehicle in 30 feet at 20 mph on level concrete highway.

J. The service brakes shall be capable of stopping the fully loaded apparatus on a 32% grade and the parking brakes shall be capable of holding the fully loaded apparatus on a 32% grade.

K. The completed apparatus, as delivered, shall have equal turning diameters both left and right and shall have a maximum curb to curb diameter of 56.5' and a maximum wall to wall diameter of 59.5'.

L. The manufacturer at his expense shall have the apparatus tested and approved by Underwriters' Laboratories, Incorporated, in accordance with their standard practices for rating 1500 gpm fire apparatus.

M. The completed apparatus shall be tilt tested and pass twenty-six degrees (26*) with a full simulated load as required by NFPA. Stability control in lieu of passing the tilt test is **not acceptable.**

N. It shall be required that the apparatus shall be operated throughout all tests by the delivery engineer of the successful bidder, and during such tests shall have a representative to work with a representative of the District in summarizing results of the tests. The District shall be notified a minimum of twenty- one (21) working days in advance of these tests and may elect to have a representative present.

O. A complete demonstration of how the apparatus and firefighting system operates shall be conducted by the bidder

or the manufacturer during the on-site inspection of the completed apparatus.

Comply

15. FAILURE TO MEET TESTS AND REQUIREMENTS

Comply

In the event the apparatus fails to meet the test requirements on first trials, second trials may be made at the option of the contractor within thirty (30) calendar days of the first trials. Such trials shall be final and conclusive, and failure to comply with these requirements shall be cause for rejection.

Failure to make such changes as the Fire Chief of the District may consider necessary to conform to any clause of these specifications within thirty (30) calendar days after notice is given to the contractor to make such changes shall also be cause for rejection of the apparatus.

16. CHASSIS/FRAME

Comply

A. Wheelbase shall not exceed 175". Front cab overhang shall not exceed 88", not including siren. Rear body overhang shall not exceed 88". Overall length shall not exceed 351". Overall height shall not exceed 115". **No exceptions**

B. Minimum ground clearance, excluding axles and drivetrain components, shall be 14". The angle of approach shall be not less than 13 degrees and the angle of departure shall be not less than 15 degrees. The break over angle shall not be less than 9 degrees.

C. The certified G.V.W.R. shall be a minimum of 42,500 lbs. Frame shall be of suitable size and design for the apparatus and shall be approved by the District. Frame to be continuous rails from directly behind the radiator to the rear of the rear suspension and directly forward of the rear tailboard. The frame shall be of channel construction with sufficient yield strength section modulus and cross members to preclude breakage from all on and off-road driving conditions. Each rail, without liner, shall have a minimum yield strength of 110,000 psi and an actual R.B.M. rating of not less than 1,975,000 inch-pounds. The Square Corner Method shall not be used for calculating R.B.M. The frame shall have a minimum of seven (7) cross members and each rail shall have a 3/8" full length liner.

D. No holes shall be drilled in the frame flanges for securing exhaust, wiring, etc. (drill web of frame only). If holes are drilled

in the frame flanges in contradiction to these specifications, the frame shall be reinforced to the satisfaction of the District. Any frame flange cutout to provide clearance for components (i.e., radiator, engine driven accessories, exhaust, power takeoffs, etc.) shall have a radius and be reinforced to the satisfaction of the District.

E. If any alterations are necessary to the proposed chassis to adapt it to the fire service, bidder shall submit the following information with the bid:

1. Complete and accurate drawings of chassis before alterations.
2. Complete and accurate drawings of chassis after alterations.
3. A letter from the manufacturer of the chassis stating that the manufacturer approved of the alterations.

NOTE: All frame modifications shall be approved by the District.

F. A heavy-duty contoured 10" polished stainless steel channel bumper shall be furnished. Reinforcements shall be provided as necessary to ensure the outer ends of the bumper do not unreasonably flex or vibrate. The bumper shall have mounting provisions for an air horn, siren and public address system speaker and their mounting locations shall be approved by the District. Provide a storage box with restraint system for no less than 100' of 1-3/4" DJ cotton hose and constant flow nozzle. A 10" aluminum tread plate gravel shield, with a minimum design load of 500 lbs. at any point on the shield, shall be installed on top of the bumper and around the hose box to within 1" of the cab front. District shall approve bumper design and mounting.

G. Two (2) rescue rope anchor point eyelets shall be provided on both the front and rear of the apparatus. Each anchor point eyelet shall attach to the frame side rails with a minimum of four (4) 5/8" SAE grade-8 bolts. The anchor point eyelets shall be a minimum of 4.50" wide x 1" thick with a 3" minimum diameter opening. The eyelet and attachment hardware to have a minimum sheer strength of 50,000 lbs. per eyelet. The 3" opening shall have a radius to prevent rope damage. Drop forged steel shouldered eyebolts with

equivalent tensile and sheer strengths may be considered at the pre- construction conference. The front rescue rope anchor point eyelets shall be mounted above the bumper and shall not interfere with the approach angle. The anchor point eyelets shall be placarded "**NOT FOR TOWING**". Type, location and placard to be approved by the District.

Comply

17. **LUBRICATION**

Comply

A. Zerk type lubrication fittings shall be provided throughout the lubrication system. All fittings shall be readily accessible by use of either angle fittings and/or extensions. **An automatic system is not acceptable.**

B. Labels shall be provided for each remote lubrication fitting.

C. "Pressure relief" type fittings shall be provided for brake camshafts. The fittings on the brake calipers, camshafts and slack adjusters shall be lubed to specifications prior to delivery. The brake calipers shall be lubed as directed by the brake manufacturer.

18. **STEERING**

Comply

A. Provide a hydraulic power steering system of suitable size and design to turn the steering wheels "easily and smoothly" from stop to stop with the apparatus not moving and the engine at idle speed. Steering shall not be affected by suspension travel, *ie. bump-steer*. Mechanical steering stops shall be set for maximum cramp angle without the tire contacting any other component.

B. The steering wheel shall not require more than 5-1/2 rotations to turn the steering wheels from stop to stop.

C. The apparatus shall be equipped with a master hydraulic power steering gear box on the driver's side and a slave steering box on the passenger side.

D. Provide a gear driven, engine mounted hydraulic pump with a maximum flow rate of 7 GPM and straight threaded o-ring port connections.

E. Provide an all metal oil reservoir equipped with a filtering system and magnetic drain plug. The filter shall be readily accessible for replacement without disassembly of other

components. The hydraulic power steering system shall be filled with 15W-40LE engine oil.

Comply

F. The power steering hydraulic system shall be provided with braided flex lines with CAD plated steel fittings. Clamped hose is unacceptable. The inlet and discharge lines shall be sized in accordance with the manufacturer's recommendations.

G. Provide an air to oil cooler mounted in front of the radiator. Power steering oil temperature shall not exceed 225°F with an ambient air temperature of 115°F under any operating conditions.

H. No part of the steering shall hang below the steering axle. **No exceptions.**

Comply

19. AXLES, SPRINGS, SUSPENSION

A. Axles

Comply

1. Front Steer axle shall be a Meritor or equal easy steer wide track with a manufacturer's certified weight rating of not less than 18,500 lbs. Provide axle manufacturer air-activated dual piston, sliding caliper disc brakes for 22.5" wheels with 17" minimum rotor diameter. Pads shall be replaceable without removal of the caliper. Rotors shall bolt on from the hub face. **No exceptions.**

The oil lubricated hubs shall be provided with hub covers with viewing windows. Lubricant to be SAE 80W-90. Hubs to be configured for hub-piloted front wheels.

2. Drive axle shall be Eaton/Dana S23-190 or equal with a 5.25 rear axle ratio and a manufacturer's certified fire service weight rating of not less than 23,000 lbs. The axle shall be approved for use with the combined negative horsepower performance of the engine compression brake and electric driveline retarder. The axle shall have an adjustable ring gear thrust screw in the carrier housing or be adequately structured. Axle wheel ends shall be provided with the heaviest duty available Gunitite or equal hubs for hub piloted dual wheels. Suspension axle saddles shall be doweled and 100% welded to the axle housing. Provide the largest, heaviest duty axle manufacturer air-activated S-Cam drum brakes available, Bendix ES-Wide or equal.

Shoe lining to be fire service rated.

Comply

Differential shall be equipped with a magnetic drain plug. Lubricant to be axle manufacturer approved synthetic gear lubricant, SAE 80W/140.

Note: The drive axle gear ratio is estimated. Multiple performance reports shall be provided at pre-construction to determine optimal performance throughout all operating ranges.

3. Brakes shall be the latest heavy-duty combination of ventilated rotor/pad and drum/lining configuration available at the time of bid.

B. Front Springs and Drive Axle Air Suspension

Comply

1. The front axle springs shall be a semi-elliptical, tapered leaf design of a suitable size and design to maintain a level vehicle when loaded, and have the same capacity as the axle rating, 18,500 lbs. minimum. Minimum spring length shall be 52", spring eye to spring eye. Suspension travel from static load to bottom stop shall be 3". Dropped tie rod ends may be required.

2. Front spring eye pins and bushings shall be machined with a spiral groove to provide adequate lube to the entire bronze impregnated bushing surface.

3. The front "U" bolts shall be 7/8" diameter chrome vanadium steel with hardened flat washers, high nuts and jam nuts. Lock washers are not acceptable. Threaded portion of "U" bolt shall not extend below axle. **No exceptions.**

4. The drive axle air-ride suspension shall be a heavy-duty, severe service rated, 26,000 lbs. capacity Neway, Model ADZ or equal with the heaviest duty available air springs, hardware and urethane bushings. Dual air leveling valves shall be provided for side to side and front to rear self-leveling and shall have restricted inlet and outlet ports to control sudden air loss. The suspension shall be provided with quick-change type air bags and spring loaded snubbers. Proper driveline angles shall be maintained under all conditions.

5. Provide adequate accessibility to service and repair the front spring hanger assemblies and rear air-ride suspension components. Bolts shall be installed in such a

manner that does not require removing any major chassis or body component or cutting bolts.

Comply

6. Suspension systems to have a 100% off highway duty rating. **No exceptions.**

C. Shock Absorbers

Comply

1. Provide suspensions with heavy-duty Sachs or equal, double-action shock absorbers with high pull-apart strength and rated for axle rebound down-stop.

2. Shock absorbers shall allow full suspension travel without bottoming out in compression, to be demonstrated, **no exceptions.**

20. AIR AND BRAKE SYSTEMS

Comply

A. Compressor

1. The engine manufacturer supplied compressor shall have a capacity of not less than 16.5 cubic feet, water cooled, engine lubricated, gear driven, and the air intake shall be from the "clean air" pressurized side of the engine air induction pipe.

B. General Air System

Comply

1. The apparatus shall have a rapid buildup air system in accordance with the manufacturer's requirements. The air system shall provide sufficient air pressure in 60 seconds or less, at a maximum 1,000 engine RPM, so that the apparatus has no parking brake drag and is able to stop, activating all service brakes and capable of stopping under the operating conditions reflected herein.

2. A 5/8" minimum I.D. stainless high pressure steel braided, high temperature air line shall be provided between the air compressor and air dryer. The line shall be 8' to 12' in length and appropriately sized. Inlet air temperature to the air dryer not to exceed 170° F.

3. All air lines shall be Parker PFT or equal, color coded for their application, adequately protected and secured. Shall use nut and ferrule connecting hardware. **No exceptions.**

4. A 5/8" minimum I.D. air line shall be provided between the air dryer and supply reservoir.

Comply

5. All components of the air system shall be genuine Bendix or equal, unless otherwise specified herein. Determination of equal is at the discretion of the District.

6. A one-way check valve shall be provided in the supply reservoir inlet from the compressor.

7. The inlet to the secondary reservoir shall be provided with a pressure protection (quick buildup) valve set at 70 psi, installed in an accessible location for maintenance and a one-way check valve.

8. The use of plastic protection valves is not acceptable in any application.

9. The air system shall be governed between 130 psi maximum pressure and 105 psi air compressor cut-in pressure. Governor supply and discharge air lines to have 1/4" I.D. maximum.

10. The supply reservoir to have a readily accessible 150 psi pressure relief safety valve.

11. The inlet to the primary reservoir shall be provided with a one-way check valve.

12. Primary and secondary reservoirs to have 64 psi, plus or minus 2 psi, low pressure switches to activate the low air pressure lights and buzzer.

13. A supply reservoir outlet supplying the accessory reservoir shall have a variable protection valve set at 90 psi.

C. Air Dryer

Comply

1. Purge type air dryer shall be a self contained Meritor Wabco or equal model with spin-on replacement dessicant cartridge and shall be rated over the vehicle air system capabilities. Air from the compressor shall go through the air dryer before going into any air tank. The dryer shall be installed in strict accordance with the manufacturer's instructions and the location approved by the District.

D. Reservoirs

Comply

1. All air reservoir inlets and outlets shall be sized to coincide with the attached air line size to reduce the number fittings and possibility of air leaks. In no case shall a bell type adapter be utilized to connect a larger air line to a smaller air reservoir fitting.
2. All air reservoirs shall be equipped with manual 1/4-turn drain valves to bleed moisture.
3. The supply "wet" air reservoir shall have a minimum volume of 1,200 cubic inches.
4. The air brake reservoirs, excluding the accessory air reservoir, shall have a minimum total volume twelve times that of all service brake chambers, 4,270 cubic inches minimum/4,700 cubic inches maximum.
5. The accessory air reservoir for the air horn and other air-operated accessories shall have a minimum volume of 1200 cubic inches. The air horn shall be capable of sounding an emergency retreat alarm, at full volume, consisting of 20 seconds of activation, 20 seconds of deactivation followed by 20 seconds of activation. The accessory air reservoir outlet to the air horn shall have a variable pressure regulator valve set at no less than 70 psi. The emergency retreat alarm shall be demonstrated with the engine at idle. **No exceptions.**
6. All reservoirs shall be painted colors to clearly identify as to function and labeled. **No exceptions.**

E. Brakes

Comply

1. All axles shall be provided with air-actuated service brakes. All components of the air brake system shall be genuine axle manufacturer supplied.
2. The complete brake system shall be certified by the manufacturer for use on this vehicle and shall meet or exceed all Federal (FMVSS121), California State and S.A.E. Standards.
3. There shall be a 3 to 5 psi actuation differential between the primary (rear brake) and secondary (front brake) systems.
4. A steering post mounted, hand operated, self-returning,

trailer brake control valve, shall operate the brakes on the drive axle. The valve shall be placed in a convenient location to the driver and illuminate all brake lights when activated.

Comply

5. The rear relay valve to service brake chamber air lines shall be equal in length and volume. The front quick release valve to service brake chamber air lines shall be equal in length and volume.

6. The air brake chambers shall be as provided by the brake manufacturer to meet stopping and holding requirements.

7. Air application pressure gauges shall be provided in the instrument panel for each axle.

8. Brake system to be provided with a 4 PSI, plus or minus 1 PSI, brake light switch.

9. A Meritor Wabco or equal Anti-Lock Braking System (ABS) with automatic traction control (ATC) shall be installed on all axles. The system shall be the most current available, Version "E" or later. Provide an auxiliary retarder ABS interface unit. The system outputs shall interface with the other electronic controls for the engine, engine compression brake, transmission and transmission retarder, etc., via the SAE J1939 Data Link. **No exceptions.**

10. The ABS sensors and clips shall be lubricated as recommended by the component manufacturer.

11. ABS modulators to have bayonet-style connectors.

12. An emergency spring braking system shall be provided and equipped with a Model PP1 or equal, push to release parking brake release valve. The valve shall automatically set the parking brakes at 30 psi. The parking brake shall be plumbed to provide all wheel lock-up when applied. The valve shall be mounted between the driver and officer so that it is readily accessible to both. A device to prevent accidental deactivation may be required if the valve is not dash mounted. **No exceptions.**

13. All brake lights shall illuminate when the parking brakes are set and the battery switch is in the on position.

14. Spring brakes shall hold the vehicle on a 32 percent

grade. Steer axle wheel locks or parking brakes unacceptable.
No exceptions.

Comply

21. WHEELS AND TIRES

Comply

A. The front 22.5 x 12.25, hub-piloted wheels shall be Alcoa polished (outside only) aluminum or equal. The wheels shall be 120 psi rated. Tires shall be Michelin steel belted radials 425/65R22.5, load range "L". Tread design shall be X Works.

B. The rear 22.5 x 8.25, hub-piloted, dual wheels shall be Alcoa polished (both sides) aluminum or equal. The wheels shall be 120 psi rated. Tires shall be Michelin steel belted radials 12.00R22.5, load range "H". Tread design shall be X Works.

C. Two (2) spare tire and wheel assemblies shall be provided per vehicle, one (1) for each axle. Wheels and tires shall correspond to the type and size as described above.

D. All tire and wheel assemblies shall utilize an internal balancing compound.

E. Provide chrome front axle center hub covers with sight hole, drive axle center hub covers, and chrome lug nut covers on all wheels.

F. All wheels shall be provided with valve stem mounted inflation indicators.

22. ENGINE

Comply

A. The apparatus shall be equipped with a current model year Cummins ISX or equal, governed at 2,100 rpm. The engine shall meet the following requirements:

- 12.0 liter maximum displacement
- 500 minimum horsepower
- 1645 lb/ft minimum torque @ 1100 rpm.

The engine shall meet the "50 State" emission requirements.

B. Provide an engine manufacturer compression brake to be controlled by an instrument panel mounted on/off switch, instrument panel mounted hi-lo position switch to control the amount of retardation and the engine throttle position circuit. When the throttle is off the brake is "on" and when the throttle

is depressed the brake is "off". The engine compression brake shall interface with the ABS electronic control unit. Apparatus brake lights to activate when the compression brake is in use. **Exhaust brake not acceptable, no exceptions.**

Comply

C. Provide standard engine manufacturer's full-flow and bypass oil filters mounted in a readily accessible location as close to the engine as possible, location to be approved by the District. The oil pan shall be provided with a magnetic drain plug.

D. The engine and all belt driven accessories shall be provided with a serpentine Poly "V" drive system. The drive belt configurations, number of belts, belt width, and belt wrap, shall be in accordance with S.A.E. Standards, the belt manufacturer's recommendations and approved by the District. Mandatory belt driven function shall not be reliant upon the air conditioning compressor installation.

E. The engine shall be provided with a readily available dry-type air cleaner, FARR "Ecolite" or equal, mounted in a readily accessible position. Provide a remote mounted air inlet system using a moisture separator and spark arrestor. The metal connecting pipe between the air filter and turbocharger inlet shall not be less than 5" in diameter. Air cleaner and induction piping location to be approved by the District and shall not be mounted lower than the uppermost point of the chassis frame rail. ***Any intake components that are located below frame level shall be shielded from rocks, water and other road hazards. District shall require spray testing on final inspection as part of acceptance.***

F. The air intake shall be chrome or polished stainless steel and shall consist of a self-draining water separator and spark arrestor mounted on an aluminum or stainless steel collectorbox. The adjustable collector box to intake piping connection shall be configured to properly seal under all operating conditions. Induction piping shall meet the rigorous requirements of the District, **No exceptions.** The location of the spark arrestor to be determined at the pre-engineering conference and approved by the District.

G. A Kim-Glow or equal 750 watt 120 volt direct coolant immersion heater shall be provided for the cooling system. The heater and thermostat shall be directly connected in the engine block. Refer to the electrical section for

immersion heater detail.

H. The engine shall be equipped with an engine manufacturer supplied 12-volt, high torque, light-weight gear reduction type starter motor. The starter shall be mounted on the left side of the engine with the solenoid in a position where it can be removed without removing the starter and the electrical connections are accessible.

Comply

I. The mounting area shall be clear of all fuel, air and electrical lines. Refer to electrical section for solenoid detail. **No exceptions.**

J. The engine shall be provided with a Delco 40SI or equal, pad mount, brushless alternator that shall be driven by a serpentine Poly "V" drive system. The alternator shall produce a minimum of 190 amps at idle and 320 amps at full output.

K. Engine support to the frame shall include rubber mounts of a proven design to transmit a minimum vibration to the apparatus. The District shall approve mounting.

23. COOLING SYSTEM

Comply

A. The cooling system design shall have sufficient capacity to cool the engine, and dissipate transmission cooler induced heat, under all conditions at 125% of rated engine output. Ambient temperature is to be noted during all charge air and top tank cooling system testing and the actual measured air and water temperatures extrapolated to compensate for a 115°F ambient temperature. **No exceptions.**

B. The radiator shall be a full pressure operated at the engine manufacturer recommended operating pressure. The core design shall be approved by the District at the pre-construction conference.

C. The radiator core shall be subjected to airborne particles and debris when operating off-road. The radiator core shall have the tube and fin design most suited for the apparatus and operating conditions specified herein. The tube wall thickness shall be appropriately sized for operating off-road. The radiator shall have an integral de-aeration system with bolt on stamped steel upper and lower radiator tanks, as large as practicable. A bottom dropout-type radiator design is preferred for ease of radiator removal.

D. The radiator shall be mounted as far forward in the chassis as practicable, reasonably protected from road debris, and shall not fall in the approach angle. **No exceptions.**

E. No equipment, accessories, hose lines or electrical wiring shall be installed in such a manner as to restrict airflow to the radiator or removal of the radiator. **No exceptions.**

F. All hoses attached to radiator shall be routed in such a manner as to provide adequate flex to prevent radiator damage. Aeroquip inlet or outlet hoses unacceptable.

G. All cooling system and heater hoses shall be silicone rubber, Purosil-70 or approved equal. All hose clamps shall be an approved type for silicone hose (extended band-type).

H. All heater hoses within the cab shall be Goodyear Blue Hi- miller or equal. Silicon hoses are not acceptable in the cab. No Exceptions

I. All cooling system hoses over 1" shall be double clamped whenever possible. Provide adequate clearance for removal of radiator hoses.

J. Adequately sized and readily accessible drain cocks shall be supplied in the radiator and in the engine block at the lowest points in the cooling system.

K. A non-pressurized all metal construction three (3) gallon minimum coolant recovery tank shall be provided, visible and accessible from the engine enclosure access door. The coolant level shall be easily viewed from this position via a cold level threaded sight glass bulb without removal of the reservoir cap. The overflow hose shall discharge below the frame. All tubing and hoses shall capable of withstanding engine compartment temperatures. The upper radiator tank shall not be considered part of the three (3) gallon surge. The charge air cooler shall be subjected to airborne particles and debris when operating off-road. The cooler design shall not decrease airflow to the radiator to the maximum extent practicable.

L. Thermostatically controlled radiator shutters shall not be acceptable in the pressurized cooling system.

M. A Horton DriveMaster or equal thermostatic, 2-speed, air actuated fan clutch shall be provided. The clutch shall

default to lock- up in the event of a failure. The clutch shall also engage whenever the midship fire pump or road pump is fully engaged.

Comply

N. The radiator shall be fitted with a full venturi-type shroud installed with the opening for the fan centered on the fan blades.

O. Provide the cooling system with an engine manufacturer approved spin-on water filter and engine mounted brass shut- off valves.

P. Pre-charge the cooling system with a 50-50 mix of water and high-quality low silicate antifreeze made for heavy-duty diesels, with the appropriate amount of SCA corrosion inhibitors.

Q. An adequately braced auxiliary cooler shall be provided for use when pumping and shall be so constructed that water from the fire pump does not come into contact with water in the engine cooling system. This cooler shall be fabricated of copper, brass or stainless steel, shall be welded construction, and shall be controlled from the pump operator's panel.

R. A readily accessible drain valve shall be provided in the piping at the lowest possible point on the cooling system.

S. Fan blast and heat to be routed out of the radiator tunnel and engine enclosure to the maximum extent practicable and to the satisfaction of the District. **No exceptions.**

T. FC300 or district approved equal hose shall be used on all cooling, air and fuel lines that are located in the engine compartment due to the excessive heat generated.

24. FUEL SYSTEM

Comply

A. Provide a maximum capacity fuel tank within the space available, usable capacity of not less than seventy (70) gallons. The fuel tank shall be a minimum of 12-gauge hot rolled steel, pickled in oil (HRPO). The tank shall be of welded construction and shall be provided with suitable 12-gauge HRPO baffles, also welded in place.

Comply

B. The outlet from the tank shall extend to within 1/4" above the bottom of the tank and shall be equipped with a readily accessible and clearly visible shut-off valve adjacent to the tank. The valve shall be labeled "Fuel Tank Shut-Off". No reserve feature shall be included in the tank.

C. Both fuel level sending units shall be readily accessible for easy removal without removing the fuel tank or cutting holes in the body. An easily removable access panel is acceptable.

D. The tank shall be provided with two (2) tank fillers not less than 2" in diameter, one (1) mounted on each right and left side. The fillers shall extend sufficiently high to prevent fuel from being spilled when vehicle is operating or parked on a 32 percent grade, or 9 percent side slope, and shall permit a rapid filling of the tank without airlocks. The tank shall be provided with adequate venting. Replacement brass fuel caps with security chains shall be readily available through local retail outlets. Cast Products, or equal, fuel fill pockets with spring loaded polished aluminum or stainless steel fuel tank fill doors shall be provided.

E. All fuel tank system hoses shall be "Fuel" rated, **No Exceptions.**

F. The fuel tank shall be equipped with a built-in drain sump so located that in a level position all moisture and foreign material shall be collected for draining. Provide the sump with a readily accessible 3/4" brass drain plug.

G. The fuel tank shall be mounted with insulated straps that encircle the tank in such manner as to prevent damage to the tank from torsion and flexing of the frame and to permit ready removal for cleaning and repairs. The fuel tank shall not extend into the departure angle.

H. All non-pressurized fuel lines shall be FC300 or equal, brown in color. The lines between the frame and tank shall have enough slack to allow the tank to be lowered without having to be disconnected, approximately 36" of additional fuel line. Fuel lines shall be sized in accordance with the engine manufacturer's recommendations.

I. The fuel system shall be equipped with a Racor R90T or equal visible water separating fuel filter with water sensor. Location of the filter shall provide for easy access for filter changes.

J. The engine fuel system shall include a vacuum switch installed between the filter and fuel pump with a red light on the instrument panel to indicate if the filter is becoming clogged. The fuel filter restriction light shall be suitably labeled.

Comply

K. The engine fuel system shall be turned on and off by the ignition switch on the instrument panel of the driver's compartment.

L. Tank shall be grounded to body or frame side rails.

M. An engine manufacturer approved fuel system primer shall be provided.

25. EXHAUST SYSTEM

Comply

A. The diesel particulate filter (DPF) and SCR shall be designed to give a minimum of back pressure and shall conform to the current State of California requirements for noise and emissions compliance. A manual DPF regeneration switch shall be provided in a District approved location in the cab. DPF regeneration shall be automatically inhibited during pumping operations.

B. The exhaust tailpipe shall be equipped with a cool air venturi with a minimum of 5" tubing, 3" in length discharged to the outer edge of the running board at a point just ahead of the rear tires on the right side of the apparatus. There shall be a minimum 2" clearance between the bottom of the running board and tail pipe. The tail pipe outlet shall be perpendicular to the running board. The tip shall be stainless steel or chrome-plated. All flex tubing, if used, shall be stainless steel, and not used to make bends exceeding 10 degrees. The exhaust piping shall not extend below the bottom of the engine pan. The tailpipe shall be compatible with Niederman and Plymovent house exhaust systems.

C. Heat from the exhaust system shall in no way be radiated to other parts of the apparatus. All compartments adjacent to the exhaust system shall be provided with adequate insulation. Tubing wrap and heat shields to be provided to the satisfaction of the District.

D. Provide a minimum 10 gallon diesel exhaust fluid tank in the available space near the street side battery bank. A custom fabricated poly tank is acceptable to fit the space available.

E. The DEF Tank and the DEF Pump shall be provided with an aluminum cover and a “Do Not Step” label.

Comply

26. **TRANSMISSION**

Comply

A. Provide a six (6) speed automated transmission without output retarder, Allison 4000 EVS or equal. Fill with manufacturer approved, TES 295 or equal synthetic transmission lubricating oil and equip with a magnetic drain plug.

B. Transmission support to the frame, if required, shall include rubber mounts of a proven design to transmit a minimum vibration to the apparatus. District to approve mounting.

C. Provide an appropriately sized transmission manufacturer approved external transmission oil cooling system of sufficient capacity to dissipate transmission induced heat, under all conditions. **No exceptions.**

D. ***The use of multi-piece coolers is strictly prohibited.***

E. Transmission to be controlled by a fire apparatus push button gearshift selector pad with *diagnostics*.

F. The transmission shall be electronically configured to shift into direct drive during main fire pump operation and not to shift higher than a pre-selected gear when the auxiliary pump power takeoff is engaged.

27. **ELECTRIC DRIVELINE RETARDER**

Comply

1. Provide an auxiliary non-focal mounted Telma, or equal, electric driveline retarder. Mounting shall allow for the installation of automatic tire snow chains.

2. Auxiliary retarder to be controlled through a series of brake application air pressure switches to control the amount of retardation in conjunction with brake treadle engagement. In conjunction with the engine compression brake, the driveline retarder shall provide retardation at level one on deceleration. The brake application air pressure switches, calibrated at 4 psi, 7 psi and 10 psi, shall fully activate the retarder in three equal stages without

exceeding any driveline component capabilities when combined with the engine compression brake. Dash mounted indicator lights shall indicate when the retarder is "on" and the applied level of retardation. The auxiliary retarder shall interface with the ABS electronic control module. Apparatus brake lights shall activate when retarder is in use.

Comply

28. UNIVERSAL PROPELLER SHAFTS

Comply

A. 1800HD Series, or District Approved Equal, half round universals shall be provided in the apparatus driveline.

B. Universal joints shall contain two (2) lubrication fittings per cross yoke.

C. Propeller shaft slip joints shall be coated.

D. Appropriate driveline bolts shall be used. **No exceptions.**

E. The propeller shafts shall be appropriately sized and balanced and driveline angles shall be within the universal joint manufacturer's specifications.

29. PUMP TRANSMISSION

Comply

A. Provide a heavy-duty pump transmission with appropriately sized oil cooler and magnetic oil drain plug. Chain drive transmission shall have an oil pump for positive lubrication and a pressure gauge on the operator's panel. Non-chain drive transmissions shall have SAE 80W/140 Synthetic Gear Lubricant. The pump transmission shall be approved to operate at peak engine horsepower and torque, in "Road" in 6th gear at rated engine RPM and at full negative horsepower with both retarders applied.

B. Pump transmission gears shall be so designed that the noise level shall not exceed 90 decibels measured 5 feet from the operator's panel under all pumping conditions. Insulation shall be provided as necessary to reduce noise at the operator's panel.

C. Pump and pump transmission shall be engaged from the driver's compartment. The pump shift shall be totally air-actuated, **air over electric unacceptable**, with a mechanical backup system. If a cable backup system is used, cable to

be manufactured by Control Cable and shall have adequate length so as not to bind within any bend.

Comply

D. The odometer shall not record road miles when in pump gear.

30. **MAIN FIRE SYSTEM**

Comply

A. **Main Fire Pump**

Comply

1. The single stage centrifugal pump shall have a large body and impeller, with sufficient over capacity. Reference: Hale QMAX or equal. The pump body, suction manifold, and discharge manifold shall be made of the close grain grey iron or bronze. The pump shaft shall be made of stainless steel and the input end of the shaft shall be supported on ball bearings. The shaft shall have mechanical-type seal/s.

2. When pumping at sea level, the main pump shall be capable of delivering 100% of its rated capacity of 1500 gpm at 150 psi net pump pressure from a draft of not less than 10' through 20 feet of 6" suction hose with a strainer attached. The pump shall be capable of delivering 1500 gpm at 150 psi net pump pressure at less than 80 percent of peak maximum permissible engine rpm. The pump shall be capable of delivering 1500 gpm at 150 psi net pump pressure through a side discharge gate.

3. The pump shall be provided with a swing-type full-flow clapper style check valve to be installed in the supply inlet to the pump. Swing check valve to prevent the reverse flow of water from the suction side of the pump into the tank. The check valve shall be rated at not less than 250 psi and shall be provided in a sandwich style service module that can be easily replaced or with a pin and bushing pivot design to prevent wear and dislodging of the clapper.

4. Check valve shall be constructed of brass, composite material is not acceptable.

5. The pump shall be provided with a **minimum** of two readily accessible anode kits, one (1) in the intake and one in the discharge sides of the pump. The anode system shall utilize a four (4) bolt flange and threaded zinc or magnesium anodes as recommended by the pump manufacturer for fresh water applications.

6. Pump panel label shall reflect a 1500 gpm rating.

B. Pressure Relief Valve

Comply

See pressure governor

C. Pump Intake Relief Valve System

Comply

1. Provide an Elkhart Model #40 or equal adjustable intake relief valve mounted on the right side, rear pump suction port. The intake relief valve shall be set at 250 psi.
2. System shall be adjustable while in operation and the adjustment control shall be readily accessible just inside the right side, pump enclosure access door.
3. Surplus water discharge shall be plumbed away from the pump operator's position toward the center of the rear axle and shall terminate in a 2-1/2" pipe with 2-1/2" NHM threads.
4. The District at the pre-construction conference shall approve the mounting locations of the valve and discharge.

D. Priming Pump

Comply

1. A positive displacement electrically driven oil-less priming pump shall be provided capable of creating 23" of vacuum in the pump, and two (2) lengths of 6" capped suction hose, not to exceed 30 seconds. The priming pump shall discharge below lower frame flange.
2. An ANL type fuse or equal shall be provided in the 12 volt (+) cable to the Priming Pump. **No exceptions.**

E. Main Pump Master Drain Valve

Comply

1. A manually operated Trident or equal multi-port rotary master pump drain valve shall be provided on the operator's panel to drain the intake and discharge sides of the main pump and all water-carrying lines and accessories. Pump to master drain lines shall be reinforced plastic tubing of not less than 3/8" inside diameter and 600psi working pressure. The master drain discharge line shall extend below the running boards. Location of the master drain

control to be approved by the District.

Comply

31. AUXILIARY PUMP

Comply

A. The apparatus shall be equipped with a single stage centrifugal auxiliary PTO driven fire pump with a mechanical- type seal. For consistency, the pump shall be provided by the main fire pump manufacturer. When pumping at sea level, the auxiliary pump shall be capable of delivering a minimum capacity of 250 gpm at 150 psi net pump pressure from a draft of not less than 10 feet through 20 feet of 2-1/2" suction hose with a strainer attached. When operating in the "pump-and-roll" mode the pump shall deliver full rated capacity at a road speed no greater than 4 mph. When operating at the engineer's pump panel, the pump shall deliver full rated capacity at no greater than 1200 engine rpm. The pump gear box shall be equipped with Synthetic Gear Lubricant SAE 80W/140 and a magnetic drain plug. A priming/purge line shall be installed in the top of the volute housing to purge air and eliminate priming issues. Line size and return point to be approved by the District. Pump performance shall be approved by the District, **No exceptions.**

B. The pump shall be driven by a heavy-duty transmission mounted Chelsea "hot shift" or equal power takeoff. The power takeoff shall be electric over air activated.

C. The pump and power takeoff shall be capable of being engaged from the driver's position only.

D. The auxiliary pump shall be configured to operate either while the vehicle is in motion or when standing still. When in pump and roll, the transmission shall default to inhibit transmission up-shifts and protect all driveline and PTO driven components from damage due to over speed.

E. A flashing red light shall indicate the road pump is engaged and a non-liquid filled Class 1, or equal, 0-300 psi gauge with white face and blue backlight shall be installed on the instrument panel in the driver's compartment. Light and gauge on the dash to be clearly visible to the operator when in the driver's seat.

F. A green light shall be installed on the operator's pump panel and shall indicate that the road pump is engaged.

G. Provide relief valve with remote pilot valve, adjustable between 90 and 400 psi in a location approved by the District. Relief plumbing shall return to the tank. Comply

H. The pump will operate in 2nd gear start up and will shift between 1st and 2nd gear when active.

32. WATER AND FOAM TANKS Comply

A. Main Water Tank Comply

1. The water tank shall have a minimum certified useable capacity of 500 gallons and shall be constructed of fusion welded poly/plastic designed specifically for use in fire apparatus. The tank shall be completely removable and shall not be integrated into the body side panels. The tank shall be reinforced to withstand the strains encountered in off-highway service. A foam tank shall be incorporated into the main water tank.

2. Suitable longitudinal and latitudinal baffles welded to the tank sides and top shall be provided in the tank. . The volume of each compartment shall not exceed 100 gallons.

3. All seams and baffles shall be welded on both sides. Suitable reinforcing and bracing shall be provided to prevent oil canning of the bottom and sides of the tank. .

4. The tank shall be provided with an overflow of sufficient size to prevent damage to the tank when being filled from hydrant, 5" I.D. minimum. Overflow shall be capable of bypassing at least 650 gpm. Overflow plumbing to be appropriately secured along its entire length to withstand the strains encountered in off-highway service and threaded connections to be appropriately reinforced, sealed and of similar material. Provide an in-line, double clamped flexible hose connection point to minimize stresses on the overflow plumbing. Under no circumstances shall dissimilar materials be threaded together (ie. PVC to stainless). Overflow shall be so designed that there shall be no loss of water due to surge, or when apparatus is on a 20 percent grade. All excess water discharged from the overflow system shall be discharged directly to the ground at a point aft of the rear axle. Water shall not be discharged on compartments, mechanical or electrical components, brakes or differential vent.

5. All internal metal fittings and fasteners in the water and

foam tanks shall be stainless steel. **No exceptions.**

Comply

6. The tank shall be provided with a 9" x 9" water tank fill tower equipped with a spring loaded cover and suitable strainer. Tower to be located in the forward left corner of the tank, in the transverse tool compartment, so as not to obstruct the hose bed. The removable strainer shall not be capable of being accidentally dropped into the tank. Tower, spring, cover and strainer to be stainless steel. Cover to be labeled **"WATER ONLY"**.

7. The outlet from the tank shall be located as near the center of the tank as possible. A suitable sediment trap shall be provided in the water tank with a readily accessible clean out.

8. Mounting of the tank shall be so designed that failure of the tank shall not result from vibration or distortion when apparatus is off the highway.

9. The tank shall be so installed that it can be removed without removing the body or other major parts of the apparatus.

10. The tank shall be provided with a Fire Research TankVisionPro or equal tank gauge. The tank shall also be provided with a sight-type (transparent glass tube with metal protector) water gauge to indicate the water level in the tank to be supplied by not less than a 3/8" supply line with sand trap or sump and a Lukenheimer or equal shut-off valve. Sight gauge to be provided with clean-out plugs both top and bottom. Gauge to be visible from the operator's panel and provided with light for illumination of entire gauge. The sight gauge shall show empty when the tank is empty and shall have a 1/4" visible air space in the top of the gauge when the tank is full. The sight gauge shall have globe-type valves to isolate the gauge for clean-out purposes or in case of a gauge failure. The sight tube shall be adequately supported throughout its length to prevent breakage from shock or vibration. A brightly colored plastic float shall be provided to indicate the water level.

B. **Foam Tank**

Comply

1. The foam concentrate tank shall have a certified minimum useable capacity of twenty-five (25) gallons and shall be incorporated into the main water tank. The foam

Comply

tank fill location shall not be in proximity of the water tank tower and shall be approved by the District. The foam tank fill shall have a removable screen that cannot be accidentally dropped into the tank.

2. The filler neck pipe shall extend fully inward to the bottom of the foam tank at which point the lower end of the pipe shall be cut on a 45-degree angle. A 3/8" or larger vent hole shall be provided in the filler neck, approximately 1" below the top of the tank, to vent trapped air when filling. Filler neck height to be discussed at pre-construction conference.

3. The filler neck shall have a 4" minimum inside diameter. Provide a non-locking type, cover to be labeled "**CLASS "A" FOAM ONLY**". Filler neck accessibility shall be discussed at the pre-construction conference.

4. Tank shall meet NFPA 1901 for vents and connections. The zero pressure vents shall be equal to the highest point on the fill neck and shall not be positioned in such a manner that items in the storage compartment shall block it.

5. Provide a tank mounted 1/4-turn Apollo 70 Series or equal bronze ball shut-off valve, suitable for foam, of not less than 1" inside diameter. Valve shall be labeled "**FOAM TANK SHUT-OFF**".

6. Provide a tank mounted 1/4-turn Apollo 70 Series or equal bronze ball shut-off valve, suitable for foam, of not less than 1" inside diameter. Drain line shall extend below the running boards. Both valve and drain line (under the running boards) shall be labeled "**FOAM TANK DRAIN**".

7. The tank shall be provided with a Fire Research TankVisionPro or equal Class "A" foam tank level indicator system consistent with the water tank level indicator system. Display to be clearly labeled "**FOAM TANK LEVEL**".

33. FOAM TANK FILL SYSTEM

Comply

A. Provide a 12 volt truck mounted foam tank refill system, consistent with the supplied foam system manufacturer with self-sealing quick connect couplings and a 6' hose and wand.

B. All materials used in the foam tank fill system must

be compatible with Class A and Class B foam.

Comply

C. All fittings and connections used in the foam tank fill system shall be of non-corrosive material. Use of plastic or garden hose fittings is unacceptable.

D. The system shall automatically maintain the foam tank fluid level while in operation and a manual override for operator control and system flushing.

Comply

34. PIPING

A. General

Comply

1. All piping and fittings coming in contact with water, unless otherwise specified herein, shall be a minimum of Schedule 10, 304 stainless steel weld joint. Schedule 40, 304 stainless steel, shall be required where threaded connections are provided. Class 1 or equal high pressure flexible piping, with stainless steel Victaulic style couplings, shall be used to relieve strains and to facilitate removal of pump piping, valves, etc., for servicing. The high pressure flexible piping shall be reinforced to withstand a minimum vacuum of 30 HG and shall have a minimum burst pressure of 1200 psi. Victaulic style couplings and high pressure flexible piping shall be provided in the piping to the satisfaction of the District.

2. Brass fittings and valve mounting adapters maybe utilized in plumbing if specified stainless steel fittings are not available.

3. Lines, with 1" or smaller I.D., shall be braided flex line with brass fittings.

4. A 3", 1250 GPM @ 150 psi net pump pressure minimum foam distribution manifold, supplied by both the main and auxiliary fire pumps, shall be provided. The manifold shall be constructed of 304 stainless steel Schedule 40 pipe. The manifold shall terminate with vessel style end caps, dead-head capping is not acceptable.

5. All water tank connections entering or leaving the tank shall be provided with Victaulic style groove connections All hose threads and gaskets shall conform to National Screw Commission standards. All hose threads on equipment and fittings shall be National Standard Hose. Obsolete sizes or

threads must not be used in any part of the apparatus.

Comply

6. Grease is not to be used on gaskets between the pump and flange adapters.

7. All 1" or larger suction and discharge valves, unless otherwise specified herein, shall be 1/4-turn, ball-type, self- locking Akron 8800 Series or equal with stainless steel ball. All 3" or larger valves, excluding the tank to pump valve, shall have an Akron Slo-Cloz or equal mechanism that shall not permit changing the position of the flow regulating element of the valve from full close to full open, or vice versa, in less than three (3) seconds or more than six (6) seconds. All suction and discharge valve controls, excluding the deck gun, to have a twist-type lock mechanism, unless otherwise specified herein. Provide Akron SZ or equal control handles for the pump enclosure side panel discharge outlets. All suction and discharge valves shall operate easily under all operating conditions to the satisfaction of the District. All suction and discharge valves shall be controlled at the operator's control panel, excluding the deck gun.

8. All adapters, couplings and caps shall be chrome-plated brass with rocker lugs, excluding the auxiliary suction, which shall be chrome-plated brass with long handles. All droops shall be one-piece with swivel chrome-plated brass.

9. All discharge outlets shall have chrome-plated brass caps and chains.

10. All panel mounted drain valves, unless otherwise specified herein, shall be individually mounted Class 1 or equal 3/4", 1/4-turn ball-type, with brass body and 3/4" female NPT orifices.

B. Main Fire Pump Suction

Comply

1. A 6" main fire pump suction inlet shall be provided on each side of the apparatus. These 6" suction inlets shall have NS threads and shall not be provided with caps. A removable strainer of adequate size shall be installed in each suction inlet. Body panels adjacent to the pump suction shall be designed to accommodate LACoFD TFT ball-type intake valves without extending beyond the

fender extensions.

Comply

2. One (1) 2-1/2" gated main fire pump suction inlet equipped with a 1/4-turn, ball-type valve shall be provided on the operator's side of the apparatus. This inlet shall be labeled "**AUXILIARY SUCTION**". The inlet shall be provided with a suitable strainer and equipped with a chrome-plated brass 2-1/2" suction swivel hose coupling, Akron model, long handle on swivel, with 2-1/2" chrome plated brass double male adapter, cap and chain. Sufficient clearance shall be provided around the swivel to permit rapid hookup without interference with body, running board, or other controls. **No exceptions.**

3. Piping from the tank outlet to the main fire pump shall be not less than 3" I.D. A 3", 1/4-turn, ball-type valve shall be installed in this line. This valve shall be labeled "**TANK TO PUMP**".

C. Auxiliary Tank Fill

Comply

1. A 2-1/2" tee equipped with a 2-1/2", 1/4-turn, ball-type valve shall be installed in the main pump auxiliary suction piping ahead of the auxiliary suction valve. The outlet side of this valve shall connect to the water tank through a 250 psi rated in-line check valve to permit filling the tank without going through the pump. This valve shall be labeled "AUXILIARY TANK FILL".

2. A high pressure reduction water diffuser shall be provided in the tank to prevent damage. Design of the diffuser shall be approved by the District at the pre-construction conference.

D. Auxiliary Pump Suction

Comply

1. Plumbing from the tank outlet to the auxiliary pump shall be not less than 2-1/2" I.D. A 2-1/2", 1/4-turn, ball-type valve shall be installed in this line. This valve shall be labeled "**TANK TO ROAD PUMP**". A suitable in-line pump suction strainer shall be installed between the valve and pump if the tank pick-up is susceptible to debris collected in the tank. The strainer shall be easily removable with hand tools. The piping shall be provided with support in addition to the water tank and pump connections. **No exceptions.**

E. Main Fire Pump Outlets and Discharge Gates

Comply

1. One (1) 1-1/2" line shall be provided from the discharge side of the main fire pump to the water tank equipped with a 1/4- turn, ball-type valve, to be labeled "**TANK FILL**". A high pressure reduction water diffuser shall be provided in the tank to prevent damage. Design of the diffuser shall be approved by the District at the pre-construction conference

2. One (1) 3" line, capable of flowing a **minimum** of 1200 gpm at 150 psi net pump pressure, shall be provided directly from the discharge side of the main fire pump to a 3" inlet in the foam distribution manifold. The line shall be equipped with a minimum of two (2) stainless steel double-door type check valves with spring loaded seats, a pump mounted 4" check valve and a foam manifold mounted 3" check valve. An 18" continuous length of 2-1/2" piping, a Hale 2-1/2" diameter paddle wheel flow sensor and a 6" continuous length of 2-1/2" piping shall be installed respectively in the line downstream from the 4" check valve. The 4" check valve shall prevent the auxiliary pump from discharging into the main fire pump. Provide a minimum of 8" of separation between check valves to create a "dead zone" for contaminated water.

3. One (1) 3" line shall be provided from the discharge side of the main fire pump to the deck gun flange mount. This line shall be equipped with a main pump mounted 3" Hale or equal check valve with spring loaded seats or equal. The check valve shall be installed to prevent the foam supply line to the deck gun from discharging into the main fire pump. Provide a 3", 1/4-turn, ball- type valve installed between the flange mount and main fire pump. The valve shall be mounted horizontally, in a user friendly location, easily accessed from the deck gun. The line shall be labeled "**WATER**".

4. Two (2) 2-1/2" NSM discharge outlets charged by the main pump shall be provided on the left side of the apparatus, at the operator's panel. Each discharge outlet shall be provided with a 2-1/2", 1/4-turn ball-type valve. The valves shall be connected to the main pump via a one-piece pump flange adapter, no less than 3" in diameter. These outlets shall have swivel-type, 30 degree droop outlets that are capable of being locked in any position. These outlets shall have 2-1/2" NSF to 1-1/2" NSM rigid adapters with 1-1/2" caps and chains.

Comply

5. Two discharge outlets, one (1) 4" NSM and one (1) 2-1/2" NSM, charged by the main pump shall be provided on the right side of the apparatus. Each discharge outlet shall be provided with a 1/4-turn, ball-type valve. The valve for the 2-1/2" discharge outlet shall be connected to the main pump via a one-piece pump flange adapter, no less than 3" in diameter. Piping and valves for the 4" gates shall be a minimum of 3". These outlets shall have swivel-type one-piece Trident or equal 30 degree droop outlets that are capable of being locked in any position. The 2-1/2" outlet shall have a 2-1/2" NSF to 1-1/2" NSM rigid adapter with 1-1/2" cap and chain and the 4" outlet shall have 4" NSF to 2-1/2" NSM rigid adapter with 2-1/2" cap and chain.

6. All 30 degree droops and adapters shall be chrome plated cast brass, **No Exceptions**. During the pre-construction conference, the bidder shall provide a complete list of adapters provided on the apparatus for District review and approval.

Comply

F. Auxiliary Pump Discharge

1. The 2" auxiliary pump discharge shall be piped directly into the 3" main fire pump supply piping to the foam manifold. This connection shall be made a minimum of 18" prior to the foam system paddle wheel/flowmeter detailed herein. The piping shall have a 2" stainless steel in-line check valve with spring loaded seats. The check valve shall be installed in a quick service manner with Victaulic clamps or equal so that the main fire pump cannot pump into the auxiliary fire pump. Provide at minimum 8" of separation between check valves to create a "dead zone" for contaminated water.

2. A readily accessible and available 2" pilot operated relief valve set at 300 psi capable of bypassing not less than 200 gpm back to the tank shall be provided prior to the auxiliary pump discharge connection described in the aforementioned paragraph.

3. Provide a 1/2" churn/cooler line between the pump and the tank plumbed to the highest point of the volute. A check valve shall be installed at tank end of churn/cooler line and a downspout inside the tank to prevent splashing from the tank lid or overflow.

Comply

G. Foam Manifold and Outlets

Provide one (1) manufactured foam distribution manifold constructed from 3" pipe. Manifold shall have "Vessel Style" end caps", flat end caps will not be acceptable. The manifold shall provide for minimal friction loss and receive pressurized water from each end, one side main pump and one side auxiliary pump. The center of the manifold shall be equipped with a smooth flow weld joint 3" x 3" x 3" tee.

1. Two (2) 1" discharge lines supplied by the foam manifold shall be provided, one (1) to each right and left hose reel, controlled by 1", 1/4-turn ball-type valves. Provide Class 1 flexible high-pressure flexible lines with "Victaulic" couplings to the full flow swivels at each reel.

2. Two (2) 2-1/2" discharge lines, supplied by the foam manifold, shall be provided, one (1) to each right and left side. The discharge lines shall be provided with 2-1/2", 1/4-turn ball-type valves. The discharge gates shall supply two (2) 2-1/2" NHM outlets on each right and left side adjacent to the transverse hose beds. The 2-1/2" discharge outlets shall have adequate clearance to install gated wyes. Final location to be approved by District.

3. One (1) 2-1/2" line supplied by the foam manifold and controlled by a 2-1/2" 1/4-turn, ball-type valve, self-locking Akron 8800 Series or equal, shall be provided in the plumbing between the deck gun flange mount and the main fire pump. The valve shall be installed in the piping above the main fire pump's discharge gate to the deck gun. The valve shall be mounted in a horizontal, user friendly location, easily accessed from the deck gun. The line shall be labeled "**FOAM**".

4. One (1) 2-1/2" NSM discharge outlet, supplied by the foam manifold, shall be provided at the rear of the apparatus, on the right side, below the hose bed. The discharge outlet shall be provided with a 2-1/2" 1/4-turn, ball-type valve mounted at the foam manifold. Routing shall maximize flow characteristics to the maximum extent practicable. The discharge outlet shall extend to the rear sufficient to install a gated water thief without interference with the body or handrails.

5. One (1) 1-1/2" discharge outlet charged by the pump shall be provided to the front bumper. The discharge outlet shall be provided with a 1/4-turn ball valve controlled at the bumper. The outlet shall be a 1-1/2" NHM rigid thread

90* swivel mounted in a location that allows for a secure pre-connected 1-3/4" DJ cotton hose.

Comply

H. Deck Gun

Comply

1. Provide a flange mounted Stang, model# 930787 or District approved equal alloy monitor rated at 1200 GPM @ 100 PSI. The monitor shall have a polished finish, a 3" #150 ANSI raised face flanged inlet with short radius waterways, 2- 1/2" male NST discharge thread. The following Stang monitor options shall be provided, shipped loose:

- Stubby stream straightener, .75", 1.5" and 2" stack tips.

2. The valve and monitor shall be adequately braced to the pump enclosure to support the weight of the control valve, monitor, stream straightener and nozzles and the nozzle reaction of flowing 1200 GPM @ 100 PSI. The nozzle shall be provided with a suitable cradle, mounting location to be approved by the District. The deck gun shall be mounted in a location that allows a full and unobstructed range of travel.

I. Drains

Comply

1. Each discharge outlet, hose reel, foam manifold and deck gun shall be equipped with an individually mounted, and labeled, drain valve. Drain lines shall be reinforced plastic tubing of not less than 3/8" inside diameter and 600psi working pressure, installed between the outlet/inlet and drain valve. Labeled drain lines shall extend below the running boards. Location of the control handles to be approved by the District.

2. The auxiliary suction shall be equipped with an individually mounted, and labeled, drain valve. Drain lines shall be reinforced plastic tubing of not less than 3/8" inside diameter and 600psi working pressure installed on the inlet side of the suction valve. Drain line to extend below the running board. Location of the control handle to be approved by the District.

35. FOAM SYSTEM

Comply

A. General

Comply

1 The apparatus shall be outfitted with a Hale FoamLogix, model 3.3, Electronic Foam Proportioning System or District approved equal. The system shall meet the following requirements:

- a. A digital display control unit shall be mounted at the operator's panel, location to be approved by the District.
- b. One (1) 2-1/2 stainless steel paddle wheel flowmeter installed as previously described herein.
- c. A 3/4 Hp electric motor driven foam pump, rated at approximately 3.3 GPM foam concentrate flow, shall be mounted to provide easy circuit breaker access. Mounting location to be approved by the District.
- d. A readily accessible inline foam concentrate strainer with a removable stainless steel #20 mesh screen element, Hale #510-0190-01-0 or equal, shall be installed in the suction hose from the foam tank to the foam pump. The strainer assembly shall not be mounted directly to the foam pump. Strainer mounting to be approved by the District.
- g. A 3/4" 1/4-turn ball-type shut-off valve, suitable for foam, shall be installed in the inlet of the foam strainer.
- f. Clear, 3/4" I.D. foam concentrate lines, Kuriyama KuriTec K7130 series or equal, rated at 23 inches Hg vacuum and 50 psi, shall be provided from the foam concentrate tank to the strainer and from the strainer to the foam pump. If a spiral hose reinforcement is provided it shall not adversely affect the ability to seal the worm drive clamped hose ends on a barb type hose fitting. An integral check valve/injector fitting shall be provided at the foam injection site to protect the foam supply from contamination.
- h. Full flow double-door type check valves rated at approximately 400 psi shall be installed between fire pump discharges and foam manifold.
- i. A calibration port shall be provided with a labeled discharge hose extending to the underside of the apparatus for flushing and calibration purposes.

j. The foam proportioner shall be capable of accurately proportioning a 0.2 percent foam injection rate while flowing approximately 20 gpm of water at 150 psi. The system shall start at, and default to, a 0.2 percent foam injection rate. A pass code (LACOFD) shall be required to change default setting.

Comply

Note: Calibration of the foam proportioner shall be performed with District personnel in attendance. The calibration shall be conducted using a digital conductivity meter.

k. The system shall meet SAE Standard J1455 for heavy truck, i.e., moisture, temperature, fuels exposure, vibration and dust. Hale and the District shall approve installation of system.

B. Materials

Comply

1. All materials must be compatible with Class A and Class B foam.

2. All fittings and connections used for foam delivery shall be of non-corrosive material. Synflex hose is acceptable.

3. Wiring harnesses, hydraulic lines and valves, pump motor and bearings, switches and controls, etc., shall be sealed to NEMA 4X specifications and protected from damage by moisture and other fire apparatus operation elements. Silicone shall be used where applicable. Ferrite beads shall not be installed for the purpose of electrical shielding.

4. All pump, wiring harness, and/or hydraulic component materials must be capable of operating continuously in a wet, dusty environment at temperatures from 0 to 230°F. All hydraulic and injection hoses shall be of a reinforced- type with 400 percent burst safety margin.

C. Electrical

Comply

1. System to be 12-volt.

2. The system shall be powered by a non-spliced 2-gauge, minimum, battery cable provided from the common lead on the battery switch to a heavy-duty continuous duty solenoid. Solenoid shall have a minimum 200-amp peak and 100-amp continuous duty rating.

3. Maximum current draw to be 60 amps.

Comply

4. The system's foam pump mounted 60-amp manual reset toggle switch type circuit breaker shall normally be left in the "on" position for immediate operation when either pump is engaged. Foam system to only function when the main or auxiliary pump is engaged.

5. A low foam tank level switch, provided in the foam concentrate tank, shall be connected to the foam proportioning system to prevent dry running of the foam pump. Switch accuracy not to be affected by Gauge

6. Excess control and flow sensor cables shall not be coiled. Excess cable to be doubled back on its self and secured with wire ties in a flat bundle to avoid radio interference.

7. System shall be calibrated to automatically start at 0.2 percent.

8. Glue type clamps will not be acceptable for mounting of any cables or hoses.

9. Ground strap shall be connected directly to the chassis frame and shall be equal in size to power cable.

Note: The straps shall not be installed over a painted surface and shall not use star washers.

Comply

36. HOSE REELS

A. Two (2) hose reels, Hannay EP-SF-28-30-31 or equal, with 1/2 hp explosion proof 12-volt electric rewind motors, stainless steel disks, adjustable pinion drag brakes, removable hand cranks and full flow "Super Swivel" joints shall be provided. The reels to be mounted in front of the hose bed, one (1) on each left and right side, on mounts approximately 4" off the floor. The full flow joints shall have a minimum orifice size of 1" or greater. The hose connection fitting shall allow the hose to lay in the drum without kinking between the fitting and drum contact point. Reels to be painted job color with stainless steel end discs. Aluminum reels or disks are not acceptable. **No exceptions.**

B. The reel mounting deck shall be split into sections to allow access to the top of the pump and plumbing without the removal

of both reels.

Comply

C. Hose reels shall have a minimum capacity of 300' of pressurized 1" D.J. cotton hose.

D. Reels shall be equipped with stainless steel hose roller guides both vertical and horizontal, one (1) each between the hose reel and one (1) each right and left side near outside of body. Outer hose roller guides shall be provided with extensions that extend out sufficiently to provide adequate clearance from body and all other equipment.

E. Reels and rollers shall be mounted in a manner that does not interfere with the installation or operation of the deck gun, or removal of ground ladders. Reels shall be mounted independently of each other so that one (1) reel can be removed at a time. **No exceptions.**

F. Suitable safety guards shall be installed to enclose the reel drive mechanism. The guards shall be two (2) piece design to allow for ease of maintenance in the field.

G. The reels shall be visible from the ground for rewinding the hose onto the hose reel.

H. Reels shall be provided with a 1" 1/4-turn ball control valve with control for the valve located at the operator's panel.

I. The foot operated stirrup-type control for the electric reel motor shall be adequately sized for a boot, located in the vicinity of the hose reel on each side of the apparatus, below the running board, as far to the rear as practicable.

J. Suitable protection shall be provided to prevent damage to reel switches and wiring. Hose reel motors electrical circuits shall be provided with appropriately sized circuit breakers. Hose reel wiring shall be encased in weatherproof loom.

K. Nozzle cups shall have sealed bases equipped with minimum 3/8" drain lines and shall be installed on each side adjacent to the hose reel, outboard of the panel. The cup shall accept a 1" Bubble Cup or equal nozzle. Drain lines shall pass through the panel and discharge below the running boards. Location of cups to be determined at final inspection and drainage shall be demonstrated to the District's satisfaction.

37. PUMP CONTROLS AND PUMP CONTROL PANEL

A. The left and right side panels of the pump enclosure body, from the forward compartment body bulkhead to the rear of the cab, including the pump control panel and the pump enclosure compartment doors, shall be 12-gauge brushed stainless steel.

B. Pump controls and control panel shall be located on the left side of the apparatus. The pump control panel layout shall be submitted to and approved by the District. **No exceptions.**

C. Appropriately secured stainless steel escutcheon plates shall be installed around each discharge outlet and each pump inlet where they go through the body panels. The appropriately secured escutcheon plates and body openings shall be of sufficient size to permit the removal of discharge gates, valves, adapter fittings or suction manifolds. **No exceptions.**

D. The panel shall be provided with bushings where control rods pass through. **Cable or electronic controls not acceptable.**

E. All controls on the left and right side of the apparatus shall be suitably illuminated and labeled. Two (2) L.E.D. work lights shall be provided on the right side of the apparatus adjacent to the discharge outlets.

F. The pump control panel shall be provided with the following:

1 Master pressure gauge (4-1/2" dia. min.) graduated from -30 to 0 to 600 psi of a type that shall not be damaged by vacuum. Class 1 silicone filled. **No exceptions.**

1 Pump compound suction gauge (4-1/2" dia. min.) graduated from -30 to 0 to 600 psi of a type that shall not be damaged by vacuum. Class 1 silicone filled. **No exceptions.**

10 Individual pressure gauges (3-1/2" dia. min.) graduated from -30 to 0 to 400 psi. One (1) on each discharge outlet from the main pump, of a type that shall not be damaged by a vacuum. Class 1 silicone filled. **No exceptions.**

1 Pressure gauge (3-1/2" dia. min.) graduated from -30 to 0 to 400 psi for auxiliary pump, of a type that shall not be damaged by a vacuum. Class 1 silicone filled. **No exceptions.**

Comply

1 Foam tank liquid level indicator.

1 Water tank liquid level indicator.

1 Fuel gauge with low level indicator light.

1 RPM positive control outlet, one-half speed with cap.

1 Auxiliary cooler valve.

1 FRC Pump Boss 200 or equal vernier-type electronic pressure governor/throttle control provided with engine oil pressure, coolant temperature, transmission temperature and voltage and operation hour monitoring with audible warnings. The governor shall default to RPM mode when in road pump and PSI mode when main pump is engaged, **No exceptions.**

The electronic throttle governor shall control system throttle and pressure from both the main and booster pump equally when operated from the pump control panel. **No exceptions.**

The throttle shall turn counter clockwise to increase, LACFD special.

1 Steady green LED "**MAIN PUMP ENGAGED**" light.

1 Flashing red LED "**ROAD PUMP ENGAGED**" light.

1 Momentary pushbutton to activate the air horn labeled "**RETREAT**"

G. All gauges shall be a wide sweep-type. Use of apparatus manufacturer's logo on the faceplate is unacceptable. Separate sending units shall be provided for each non-engine ECM or transmission ECU interfaced gauge.

H. All non-liquid filled gauges shall have integral illumination.

I. The audible alarms shall be no less than 90 dB and the tone of the alarm shall be selected at the pre-construction conference. Comply

J. Any other such gauges, instruments, controls, and fittings as required for the operation of the pump and for tests.

38. CAB EXTERIOR Comply

A. General Comply

1. Cab to be a fully enclosed severe service "tilt" type, cab over engine design, with four (4) side opening short doors, a contoured windshield, flat roof and 96" outside width. Height to be no more than 100" ground to roof and no fixed roof attachment shall exceed 115" as measured from the ground. The cab shall be an "MFD", Medium Four Door, measuring a minimum of 53" from "CL", Centerline, of front axle to back of cab. No exceptions will be allowed to this requirement as measurements in the rear cab area are critical for crew space and radio coms cabinet layout and station design.

2. Cab sub-frame to be fabricated from structural aluminum alloy frame members with a minimum .250" material thickness. Sub-frame to extend the full length and width of cab. Engine enclosure panels to have a minimum .250" material thickness when incorporated as an integral structural component of the sub-frame. The engine enclosure shall be as small as engine installation shall allow providing maximum passenger space. Laminating or doubling plates to achieve minimum thicknesses is not acceptable.

3. Cab sub-frame shall be secured to the chassis frame by two (2) forward pivot brackets and a self-centering two (2) point type locking system that automatically locks when the cab is lowered into its nested position. The cab pivots and locking system shall be appropriate for off-road usage and allow for flex. Cab sub-frame to be supported on a minimum of two (2) intermediate high density rubber blocks or cushions. Cab to be appropriately reinforced with added structural members and material thickness as necessary, i.e., front cab pivot brackets, lift cylinder pivots, rear lock areas, front cab wall, door frames, etc. Laminating or doubling plates to achieve necessary thicknesses is not acceptable when that plate is utilized as a structural mounting point.

4. The cab's upper structural framework to incorporate a "roll cage" type design construction. The roof structure shall be capable of supporting a minimum of 35,000 lbs. without deformation. Cab to be third-party certified for SAEJ2420 and ECER29 cab front impact, SAEJ2422 cab side impact and ECER29 cab roof strength.

Comply

5. All cab panels, including front, side, roof and interior to be fabricated from aluminum alloys with a minimum .125" material thickness. All panels to be adequately engineered and braced to provide stability.

6. Cab roof to be flat with front and side edge radiuses and full length polished aluminum side rain gutters. All roof seams shall have water tight 100% weldments.

7. Provide a welded 2" raised angle box structure for mounting roof identification plates, dimensions to be 27"x46". Base openings shall provide drainage. See paint and plating for roof finish.

8. Provide a sealed antenna array on top of the cab constructed of welded 4"wide x 3"tall aluminum rectangle tubing and welded to the cab roof. The array shall be a "U" shape extending 60" along the outer sides of the cab roof and tied together across the rear. A minimum of four (4) exterior access openings shall be provided in each of the three sections (inboard on sides and outboard on rear) to allow for antenna mounting. The rear section shall be provided with no less than three drain tunnels to promote roof drainage and shall provide a through the roof transition into the rear bulkhead electronics cabinet. This transition shall be provided with a 100% welded 3/4" bulkhead trim to prevent accumulated moisture from dripping into the electronics compartment. ***Design, layout and attachment must be reviewed and approved by the District during pre- construction conference.***

B. Tilt System

Comply

1. Provide a heavy-duty integral cab tilt mechanism capable of tilting the cab to a point where it shall provide unobstructed access for servicing the engine and cooling system, 45-degrees minimum. Two (2) cab lift cylinders, with pilot valves, shall be activated by an electric over hydraulic tilt system. The cab shall have dual interlocks to prevent the cab from tilting when the parking brakes are not applied. A dead

man switch in the remote control is acceptable for the secondary interlock.

Comply

2. The system shall incorporate a remote control and a storage box to adequately protect it. The remote control shall allow the operator to safely stand a minimum of 10' away from the apparatus while viewing the surrounding cab area when it is being tilted.

3. The tilt system shall have a manual override system which is clearly labeled for identification and accessible through a hinged panel for easy operation.

4. Provide a cable operated tilt cylinder locking system. Cable control to be located in remote control storage box.

5. A manual secondary safety support shall be provided to support the cab or both extended cylinders when in the fully tilted position. Diamond grade reflective shall be provided on the secondary cab safety supports, the reflective shall match the rear chevron.

6. The manufacturer shall provide attachment points to safely facilitate tilting the cab when the lift cylinders are removed for service. Location of the attachment points to be approved by the District at the pre-construction conference.

C. **Doors**

Comply

1. Provide four (4) barrier type short cab doors that extend from the cab floor to roof rain gutter and close flush with the side of the cab. Doors to be properly engineered and fabricated from aluminum alloys. Doors to be appropriately reinforced with added structural members and material thickness at all high stress points. Door seals and weather-stripping shall be protected by an extrusion where snags or foot traffic may damage the seal.

2. Doors shall be equipped with full length, fully adjustable, heavy-duty, polished stainless steel, piano-type, bolt on hinges with 5/16" minimum diameter stainless steel pins that have a positive action. The pins shall be secured to prevent creeping. The hinges and hardware shall be appropriately sized for door and off-road usage. **No exceptions.**

Comply

3. The inside of all outer door panels to be fully insulated for sound deadening.

Comply

4. Provide heavy-duty 6" wide belt-type door stops or District approved equal to prevent cab doors from opening no less than 80-degrees and no greater than 90-degrees. Doors shall at no time be allowed to contact any other body component when exposed to a direct forty (40) mph. wind.

5. The interior door panels and all sheet metal attachments shall be fastened to door with thread lock coated screws. The panels shall provide for easy access to the interior of the door for servicing. All four (4) interior door panels shall be upholstered with a bar pattern heavy-duty padded vinyl. Note: Door panels shall be split in a three-piece upper design so that the entire panel does not have to be removed to access the latch mechanism.

6. All door glass edges shall be parallel and be fully retractable and have electric regulators. The glass shall be mounted in full-length reinforced stainless steel channels adequately supported along its full length. Non-opening wing windows shall take up the space between the glass track and door frame. Driver's position shall have controls for all four windows; individual controls shall be located at each door. Location of all switches TBD at the Preconstruction Conference. **No exceptions.**

7. Adequate door clearance shall be provided for when the apparatus racks to prevent interference between the door, frame and latching hardware.

8. Provide pull-type door latches and rotary latch and striker lock assemblies.

9. Door latches shall meet FMVSS No. 206 Standards. **No exceptions.**

10. Provide a 90* stainless steel scuff plate on the lower inside edge of each door window opening.

11. Electric door locks with manual over ride key shall be provided for each door. A hide-away switch shall be provided on the outside of the cab, location to be approved at the pre- construction conference.

Comply

D. **Glass**

1. Provide a contoured, two-piece, tinted windshield of

automotive laminated safety plate with a minimum viewing area of 2,500 square inches. Windshield to be approximately 27" in height and approximately 100" in curved width.

Comply

NOTE – Bidders that wish to supply a single continuous windshield shall provide a replacement windshield with each vehicle as part of this bid.

2. The driver, when sitting with the seat adjusted to the lower rearmost position, shall have a 15-degree upward field-of-view through the windshield and downward field-of-view to within 10' of the vehicle.

3. Tinted, 1/4" thick, automotive safety type door glass shall be provided in all four (4) doors. Door glass shall not rattle or rack excessively when partially opened. Rear door glass to be dark tinted.

4. One (1) dark tinted automotive safety type fixed window mounted in rubber, shall be provided on each side of the cab, between the front and rear doors. Minimum size shall be 20" high X 16" wide. The windows shall be located to provide maximum visibility to the rear-facing jump seat positions.

5. Provide two (2) fixed windows on the rear wall of the cab, one (1) on each upper right and left side, at the outer corners of the wall. The sizes of these windows shall be approximately 9" wide x 30" long. These windows shall be tinted automotive safety type glass. The exact size and location of all the rear windows in the cab shall be determined at the pre- construction conference.

6. Window tint color and percentage of visible light transmittance to be determined at the pre-construction conference. Spray or externally applied tint not acceptable.

E. **Windshield Wipers**

Comply

1. Provide two (2) self-parking, electric windshield wiper motors, with two-speed control switches. The wiper blades shall be no less than 20" long and shall have a pantograph type sweep. The wiper motor pivot points shall be appropriately positioned, within 2" of their respective driver and officer seat centerlines, to properly sweep the viewing area clear in front of the driver and officer. The wipers shall appropriately clear, to the satisfaction of the District, no less than 85 percent of

their respective windshields. The wiper motors shall have access panels and be easily serviceable. **No exceptions.**

Comply

F. **Mirrors**

Comply

1. Two (2) door mounted electric adjusted, stainless steel rectangular, West Coast style, one-piece rear view mirrors with a total of 96 square inches of total area shall be provided. The mirrors shall be mounted as far forward as practicable. An 8" diameter convex mirror shall be mounted below the rectangular mirrors. The mounting brackets shall be stainless steel and shall not allow mirror to vibrate when engine is running. The mirrors shall not come in contact with any part of the cab. Controls for the mirrors shall be within easy reach (close proximity) of the driver.

G. **Cab Trim-Steps-Storage Compartment**

Comply

1. Aluminum drip rails shall be installed above cab doors to prevent water from entering.

2. Stainless trim plates or escutcheon around door handles.

3. Black rubber fender extensions shall cover the tire tread in a straight ahead position.

4. Door step wells and fender curves shall be polished aluminum tread plate. Cab steps shall be cast aluminum strut or equal.

5. Provide a watertight removable storage compartment in the officer step well. The compartment shall be as large as practicable, minimum dimensions 25" wide x 16" deep x 14" high. The drop down door shall have a positive action, stainless steel recessed large "D" handle twist-type single point cam lock, easily operable with a gloved hand. The horizontally hinged door shall be provided with a full length, heavy-duty, stainless steel, piano-type hinge and stainless steel pin. The hinge shall have a positive action. Pin shall be secured to prevent creeping.

6. Provide a battery access door in the right and left rear cab step wells, directly below the rear cab doors, as large as space shall permit, with horizontally hinged, drop down doors and polished chrome plated push button style, compression latches. The exact size, location and lock to be approved by

the District at the pre-construction conference.

Comply

7. The front wheel wells shall have removable aluminum liners.

8. For the front tire and wheelhouse clearance, a minimum all-around clearance shall be maintained when the spring is fully deflected and the wheels turned to the locked position, per SAE recommended standards.

39. CAB INTERIOR

Comply

A. General

Comply

1. The cab interior shall have an "OPEN SPACE" design with no wall or window between the front and rear crew areas to inhibit direct communications, visibility or air circulation in the cab. Cab interior to have provisions for comfortably seating six (6) fire fighters in full fire fighting turnout gear in the seating positions reflected herein.

2. All cab interior surface, including the dashboard, doors and ceiling shall be covered with upholstered panels with heavy-duty padded smooth vinyl. Color to be gray. Any painted surfaces shall match the primary cab exterior color.

3. Provide an easily removable, padded and upholstered headliner.

4. Provide bottom hinged storage box in the officer kick panel, below the dash panel. Box to be as large as practical and have flush mount single point latch with lock. District to approve key code.

5. Provide a minimum 8" polished aluminum tread plate kick panel across the lower portion of the interior side of each door for scuff protection.

6. Provide an aluminum or stainless steel strip with, a minimum of 96 square inches of reflective material, across the bottom of each door, directly above the scuff protection. Color, size and mounting configuration to be determined at the pre-construction conference.

7. Provide a minimum 18" wide polished aluminum tread plate floor covering over the insulated floor mat immediately adjacent to each seating position. Stainless steel protection

shall be used to protect finish from seat belt contact.

Comply

8. Provide the driver and passenger positions with adjustable dark tint poly carbonite sun visors, at least 6" wide x maximum length available. The sun visors shall not interfere with the driver or officer controls or instruments and shall be provided with positive restraints to keep the visors in the stored position when operating off-road. Placement to be determined at pre-construction. **No exceptions.**

9. Provide as much storage as practicable under the driver and passenger seats.

10. Provide two (2) storage boxes on the engine enclosure. The boxes shall be as wide as the engine enclosure and approximately 10" wide x 10" tall. The box shall be fabricated from aluminum and painted with textured gray paint. Exact style and mounting location to be approved by the District.

B. Insulation

Comply

1. Entire cab underside, not including engine enclosure or any cab areas exposed to temperatures in excess of 200°F, shall be completely insulated with Barymat BTRLAX3-14BY or equal to reduce heat and noise penetration into the cab interior. Insulation to have a reinforced aluminum foil face, 1" sound absorbing polyurethane foam, 1.0#/sf barrier, 1/4" foam decoupler and a 3 mil acrylic pressure sensitive adhesive with craft paper. All insulation materials used on the underside, including the area above the wheel wells, shall be securely fastened to mating panel with mechanical systems and adhesives. The mechanical system shall not conduct heat into the cab. All joints to be sealed with high quality aluminum duct tape. The installation shall follow the recommendations of the insulation material manufacturer and be acceptable to the District. **No exceptions.**

2. The cab interior noise level shall not exceed 80 dBA at any seat location, without any warning devices in operation, when measured with the vehicle traveling at a steady speed of 45 mph on a level, paved, smooth-surface road.

3. Cab roof shall be acoustically insulated to maintain approved sound levels in cab and jump seat area.

4. The cab floor shall be covered with Barymat M-1BTY

or equal sound insulating floor mat

Comply

C. Engine Enclosure

1. The engine enclosure shall be constructed of aluminum and dimensionally configured for the engine specified. The underside shall be completely insulated with Barymat BMFTRLAX3-14BY or equal to reduce heat and noise penetration into the cab interior. Insulation to have a reinforced aluminum foil face, 1" sound absorbing melamine foam, 1.0#/sf barrier, 1/4" polyurethane foam decoupler and a 3 mil acrylic pressure sensitive adhesive with craft paper. All insulation materials used on the underside of the enclosure shall be securely fastened to mating panel with adhesives and enclosed in a 100% light gauge aluminum panel system secured by stainless steel threaded hardware that does not conduct heat into the cab. All joints to be sealed with high quality aluminum duct tape. The installation shall follow the recommendations of the insulation material manufacturer and acceptable to the District. **No exceptions.**

2. The engine enclosure shall be covered with sound absorbing Barymat M-1BTY or equal material to reduce engine heat and sound penetration. **No exceptions.**

3. Heavy-duty smooth gray vinyl shall be permanently sewn or bonded to the insulating material and fastened to the hood as a decorative covering. The edges of the vinyl and insulating materials shall be bound to protect against unraveling. **No exceptions.**

4. The enclosure shall be flat and level but tapered on the sides to provide additional elbow and shoulder room for the driver and officer. Enclosure height shall be as low in profile as possible to allow for maximum cab room for occupants.

5. The enclosure shall be designed with sufficient clearance to preclude contact with non-cab mounted components under any on or off-road driving conditions, i.e.; engine, radiator, charge air after cooler, accessories, etc.

6. Enclosure shall support a District supplied Mobile Data Terminal or Mobile Data Computer, (approximate weight 25 lbs.).

7. Access door/s shall be provided for routine fluid checks. The door/s, if inside the cab, shall be appropriately sealed and

latched, to the satisfaction of the District, to prevent heat or air from entering the cab interior when in the closed position. **No exceptions.**

Comply

NOTE: The successful bidder shall supply the District with samples of material to be used for approval prior to installation.

D. Instrument Panel

Comply

1. The fully hinged metal instrument panel shall be non-glare. The panel shall be provided with a stainless steel piano-type hinge and quick release attachments for maintenance.
2. All instruments or gauges requiring pressure or vacuum lines shall have flexible connector hoses with enough slack to allow panel to be hinged for maintenance.
3. Ends of flexible hoses leaving instruments shall be fastened to securely mounted connector fittings or bars.
4. Panel wiring shall be connected to a terminal strip.
5. Instrument panel layout, including gauge descriptions, shall be submitted to the District for approval prior to start of manufacture.
6. Panel to contain the following in addition to any instruments and indicators reflected herein:
 - a. Speedometer. (Direct Data-Bus)
 - b. Tachometer. (Direct Data-Bus)
 - c. Ammeter 300-0-300 with yellow LED discharge indicator light. (Induction feed without shunt)
 - d. Voltmeter with yellow LED low voltage indicator light. (Direct Data-Bus)
 - e. Engine temperature gauge with high temperature buzzer and red LED indicator light and low coolant level indicator light. (Direct Data-Bus)
 - f. Oil pressure gauge with low pressure buzzer and red LED indicator light. (Direct Data-Bus)
 - g. Air cleaner restriction gauge with indicator light.
 - h. Fuel gauge with yellow LED low fuel indicator light. i. Fuel filter restriction light (yellow).
 - j. Transmission temperature gauge (measuring converter outlet temperature) and high temperature buzzer and red LED indicator light. (Direct Data-Bus)

- k. Primary and secondary air reservoir pressure gauges with low air pressure buzzer and red LED indicator lights. (Direct Data-Bus)
 - l. Air application gauge (each axle).
 - m. Parking brake "ON" light.
 - n. Cab not latched indicator light
 - o. Pump engaged diagnostic L.E.D. light strip behind dash panel to monitor ECM functions between pump and road positions
 - p. DPF regeneration indicator light
 - q. DEF fluid level gauge
7. All instruments, unless otherwise specified herein, shall have SAE J1939 direct data-bus interface. The instruments shall have black bezels, multi-color graphics, 270° pointer sweep, white LED backlighting, tip-to-hub illuminated pointers, return-to-zero feature and integral LED warning lights. Use of apparatus manufacturer's logo on the face plate is unacceptable. **No exceptions.**
8. All data bus instrument options, i.e., programming, warning light colors and activation points, dial graphics and fonts, etc., shall be approved by the District at the pre-construction conference. **No exceptions.**
9. The engine and transmission temperature gauge graphics shall display the temperature in 10° increments.
10. The instruments shall have English graphics and displays only, metric graphics or displays unacceptable.
11. All warning lights shall either be integral in the gauge or adjacent to its corresponding gauge.
12. Provide a separate, standard layout diagnostic/warning display bar with seven (7) digit odometer. Odometer to read with battery on, engine off and shall not accumulate miles when in pump. District at pre-construction conference shall approve the display bar.
13. Separate sending units shall be provided for the instrument and pump panel fuel gauges. Float-type sending units with moving parts unacceptable.
14. Low air buzzer shall sound different than low oil pressure and high temperature buzzers and shall be audibly different than the District's mobile data terminal. Custom buzzer

options and events to be approved by the District at the pre-construction conference. **No exceptions.** All panel mounted data bus instruments, warning lights and buzzers shall provide a system self diagnostic test or manual pushbutton test.

Comply

15. Provide a matching speedometer in the officer position overhead with direct data-bus input. The speedometer shall have a large digital display easily observable by the officer and legible both day and night.

16. Provide a passenger seated and seatbelt monitoring system as required and approved by NFPA 1901. Mounting location to be approved by the District.

17. Provide a Vehicle Data Recorder with lateral G indicator as required and approved by NFPA 1901. Mounting location to be approved by the District.

E. Controls

Comply

1. Brake treadle shall be as close to the throttle treadle as needed to permit maximum speed and full brake operation from full throttle position, but be far enough apart and off-set to prevent both treadles from accidentally being applied simultaneously.

2. Brake and throttle pedals shall be capable of being fully depressed to their maximum strokes without the pedals or the operator's feet coming into contact with any body panels, bolts, etc.

3. Floor mounted brake and throttle pedals shall be provided. A heel pad shall be provided for the accelerator for ease of operation.

4. Brake and throttle angles shall be such that operator's foot and ankle are not in hypo or hyper extension.

5. Brake and throttle pedals shall have non-skid surfaces against wet rubber or leather-soled shoes.

6. Throttle control shall be electronic.

7. The transmission gear selector pad shall be mounted to the right of the vehicle operator and lit for night time operation. The exact location to be approved by District.

8. The main and auxiliary fire pump shift controls shall be located in the cab in a location readily accessible by the driver. The exact location shall be determined at the pre-construction conference.

Comply

9. The main fire pump shall have an air-operated shift control with a positive locking device and the auxiliary fire pump shall be controlled by a rocker or guarded toggle switch.

F. Steering Column

Comply

1. The upper steering column is to be fully adjustable, both tilt and telescoping, and shall be provided with a 20" steering wheel.

2. A self-canceling directional switch is to be mounted on the steering column with an ICC four-way flash and high beam switch.

3. The steering post from the floor to the horn button shall be not less than 31" at its lowest position.

4. Sufficient clearance shall be maintained to enable a 6'6" firefighter to operate the vehicle without their knee contacting the steering wheel or any other part of the apparatus.

5. Align steering wheel with the center of the driver's seat.

G. Seats

Comply

1. All cab seats shall be equipped with a combination lap and adjustable shoulder belt, INDIANA MILLS part #F-06628 or equal with seatbelt latched indicator switch and the "SLIDING KOMFORT LATCH" or equal feature. Seat belts shall not be an integral component of the seat assembly. Buckle portion of the seat belt shall be accessibly mounted on a durable, rigid or semi-rigid stalk. The uppermost shoulder belt attachment points shall be vertically adjustable. Seat belt buckles shall not mate with the waist buckle on any SCBA. All seat belt webbing shall be bright red in color. Positioning of the seat belts shall be made at the chassis inspection.

2. Driver's air ride seat shall be H.O. Bostrom Company Inc. Sierra Air-50LX/HD #9579-9291 or equal with 7" minimum fore and aft adjustment and tilt with passenger seated indicator switch.

3. Officer's air ride seat shall be H.O. Bostrom Company Inc. Sierra Air-50LX/HD #9579-8291 or equal with 7" minimum fore and aft adjustment and tilt with passenger seated indicator switch.
4. Two (2) H.O. Bostrom Company Inc. Sierra Tanker High Back or equal rear facing jump seats shall be provided behind the driver's compartment, directly behind each driver and officer seat. Mounting to be approved by the District, **no exceptions**. The non-suspension seats shall be fixed mounted and provided with the **Secure All SCBA Locking System** and passenger seated indicator switches. Side pads shall be configured to accept the latest District SCBA system. These seats shall be ABTS model with seatbelt in the seat. This is the only positions that ABTS is acceptable.
5. Provide two (2) forward facing, H.O. Bostrom Company Inc. or equal Flip-Up seats. The seats shall be mounted on the rear interior wall as far outboard as practical with passenger seated indicator switches.
6. The heavy-duty seat upholstery shall be H.O. Bostrom Company Inc. **"Grey Tweed Durawear"** or equal. Cushions and backs to be constructed with springs and a molded live foam rubber padding not less than 4" thick. Cushion welting bead shall be located to prevent tearing easily when entering or exiting apparatus.
7. Seats shall provide a comfortable, safe and efficient operating position for firefighters from 5'6" to 6'6" in height.
8. With the driver and officer seats in the lowermost position, the vertical cab floor to top of seat bottom cushion height, when measured 5" forward of the seat back, shall not be less than 17", and shall adjust upward a minimum of 3". With all cab seats in the uppermost position, the vertical dimension from the top of seat bottom cushion to the headliner, when measured 5" forward of the seat back, shall not be less than 39". The rear facing jump seats and forward facing fold-down seats shall have a vertical cab floor to top of seat bottom cushion height, when measured 5" forward of the seat back, of 18" plus or minus 1".
9. The driver's seat shall be centered on the steering wheel. The distance from the front of the driver's seat back cushion to the rear most edge of the steering wheel when

the seat is in the rearmost position shall not be less than 19".
Fore and aft adjustment of the seat shall not be less than 4".

Comply

10. Provide separate removable back cushions, with
tethers, to cover the SCBA opening on rear facing jump
seats.

11. Two (2) Zico KD-LP6-SF-PHS or equal BA bracket
shall be supplied loose.

H. Interior Grab Handles-Grab Bars-Footrest

Comply

1. Two (2) non-slip grab handles shall be provided on
the inside of each cab door, one (1) mounted vertically for
gaining access to the apparatus and one (1) mounted
horizontally for closing the door. Exact location to be
determined at pre- construction conference.

2. One (1) non-slip grab handle shall be provided on
each "A" post to assist in gaining access into the cab.

3. Provide grab handles or bars wherever necessary
to enable personnel to safely mount and dismount the
apparatus safely.

4. Officer position to have a fold up tread plate
footrest mounted on the forward bulkhead wall. Mounting
location to be approved by District.

40. CLIMATE CONTROL

Comply

A. Air Conditioning. Heating. Defrosting

Comply

1. Provide a dual roof mounted SGM or equal air
conditioning/heating/defrosting system capable of cooling
a heat saturated cab interior temperature of 100°F, of the
completed apparatus as delivered, down to 73°F in 30
minutes with an outside ambient temperature of 100°F and
50% humidity. Mounting shall be as close to the center of
the cab as practical and all component packaging as
described, **No Exceptions.**

2. System shall utilize one (1) International
Components Engineering #TM-31HD compressor or
equal, mounted as close to level as practicable. The
compressor shall have a serpentine Poly "V" drive belt
system installed in accordance with the compressor and

belt manufacturer's requirements and approved by the District. In the event of compressor/clutch failure, critical belt driven systems shall not be reliant upon the compressor drive. The clutch shall not engage unless the engine and condenser fans are running.

3. Air conditioning hoses and fittings to be appropriately sized to the compressor and other specified air conditioning components. Minimum hose size, #10 hose for discharge and #12 hose for suction. Reduced barrier hoses utilizing steel "Beadlock" crimp style fittings, the use of "EZ Clip" fittings are unacceptable, No Exceptions. Hose splits, Y's or T's shall only take place above the roof line.

4. All valves and T's shall be brass or equal, No Exceptions. Use of plastic materials is not acceptable.

5. Heater hoses shall be 5/8" silicone and shall be adequately protected through all routings. Connections shall be made with approved silicone hose clamps and brass barb connections only.

6. Provide two (2) condensers, each rated at a minimum of 32,500 BTU with a minimum 2,500 CFM output. Condenser fans shall not run unless air conditioning is requested.

7. Provide two (2) evaporator/heater kits (SGM D6200 or equal) each rated at a minimum of 25,000 BTU with a minimum blower output of 400 CFM through the louvers. The evaporator/heater louvers and controls shall penetrate the cab roof into occupant compartments to the least extent practicable but shall be located to be conveniently accessible to occupants while seat belted with six (6) 4" all position friction adjustable vents over the windshield for defrosting. Final vent style and locations to be determined at cab inspection. Drain line routing shall be done in an unobtrusive manner through the cab structure and shall ensure condensation does not pool in the bottom of the units. No additional heater cores shall be provided anywhere in the cab. Condensate or leak drainage through the interior of the cab, onto the occupants, roof or windshield shall not be acceptable under any conditions.

8. System shall be compatible with R134A refrigerant.

9. Any visible covers or panels shall be polished aluminum tread plate or smooth and painted the same color as the top

of the cab.

Comply

B. Electrical

Comply

1. The 12-volt system for the air conditioners shall have first priority to be load managed.
2. System to utilize clearly labeled automatic reset-type circuit breakers.
3. The master air conditioning on/off control switch shall be provided in the driver's compartment evaporator control panel only. Fan speed controls shall be provided in each evaporator unit to individually regulate air circulation with or without the air conditioning system being activated.
4. The air conditioning system shall be configured to only operate when the vehicle's engine is running.
5. The blowers, in both evaporators, shall be in operation whenever the air conditioning system is activated. If either the front or rear evaporator fan speed switches is in the "off" position, then the evaporator blower in the "off" position shall default to low speed.
6. Provide a defrost position switch that shall divert primary air flow to the windshield louvers and activate the compressor. The defrost function shall utilize heater cores and evaporators for maximum moisture removal from the windshield. The heater/defroster unit shall clear the windshield in half the time required in SAE Standards.

41. ELECTRONICS COMPARTMENTS & OFFICER'S CONSOLE

Comply

- A. Provide a Sunnex Series 900 or equal 12-volt, L.E.D. map light with a light mounted switch located adjacent to the officer's seat in the cab. The master battery control switch shall control the light. Mounting location to be approved by the District.
- B. Provide a compartment in the upper dash with a hinged 3/16" brushed aluminum cover facing the officer. The hinged cover to be positively secured with three stainless steel screws.
- C. Provide an overhead console between the driver and

officer at the forward most cab center roofline equipped with a hinged fold-down lower access panel and split brushed aluminum face plate. Approximate dimensions, 27" x 12" x 4".

Comply

D. Provide a polished aluminum diamond plate electronics cabinet on the rear cab bulkhead to the ceiling approximately 30" wide x 10" deep x 18" above the floor. The cabinet shall be constructed with 2" x 45° chamfers on the outside vertical corners and a 2" lip around to face creating access opening. Provide a quick release access cover with flush push latches. Provide vertical Uni-strut on the rear wall of the cabinet with a two (2) piece aluminum mounting plate for District installed electronics. Provide bottom vent louvers and two (2) thermostat controlled 12VDC electronics cooling fans in the upper sides.

E. Provide two (2) 4" wide x 1-1/2" high opening wire chases between the front and rear overhead consoles inside the headliner.

The following conduit and wiring routing shall be provided:

1. One (1) 12-volt, 6-gauge positive battery wire with 50-amp automatic reset-type circuit breaker. Wire to run from the common terminal on master battery control switch to an insulated junction block terminal mounted in an unobtrusive location under the dash in front of the officer. A 6 gauge jumper wire shall run from this junction to the rear electronics cabinet and insulated with no termination. Label "**BATTERY SWITCH**"
2. One (1) 12-volt, 2-gauge positive battery wire with 150- amp manual reset-type marine grade circuit breaker. Wire to run direct from the right battery bank to an insulated junction block terminal mounted in an unobtrusive location under the dash in front of the officer. A 4 gauge jumper wire shall run from this junction to the rear electronics cabinet and insulated with no termination. Label "**BATTERY POS.**"
3. One (1) 12-volt, 0-gauge negative battery wire. Wire to run direct from the right battery bank to an insulated junction block terminal mounted in an unobtrusive location under the dash in front of the officer. A 4 gauge jumper wire shall run from this junction to the rear electronics cabinet and insulated with no termination. Label "**BATTERY NEG.**"

4. Adequate cable lengths shall be provided at each end point for upfitting and service to the satisfaction of the District.

Comply

42. BODY AND COMPARTMENTS

Comply

A. General

Comply

1. Provide a modular body consisting of independent modules. Compartment body assembly to be completely isolated or segmented from the cab and pump enclosure modules to allow for frame flexing without subjecting body panels to exceptional torsional stresses.

2. The body side, sub-frame and modular assemblies shall be designed and assembled to provide maximum strength and durability under all operating conditions.

3. Pump enclosure and compartment body sub-frames to be all welded configuration utilizing appropriately sized structural rectangular steel tubing and shall support the full length and width of body. Frame cross-tubes to be capped and butt welded at termination points. Compartments to be integral part of body weldments. Sub-frames to be bolted to chassis frame at a minimum of four points.

4. Body, compartment panels and side sheets, unless otherwise specified herein, shall be fabricated from weldments or formed sections of A569 galvaneal or Jet Coat 12-gauge steel with a minimum yield strength of 52,000 psi and shall be adequately engineered and braced with structural members to provide stability. Body width shall be the maximum possible at the side panels unless otherwise specified herein.

5. All compartments shall be provided with adequate bracing to prevent flexing due to weight and adverse off-road operating conditions.

6. All compartment doorframe work shall be adequately reinforced to minimize body sheet metal flexing and cracking due to high frequency of door opening and closing.

7. Prior to assembly, if bolted construction is used, prime all flanges and joints in the body with ALUMILASTIC or approved equal, for rust protection.

8. All fasteners used on the exposed faces of the body, including insides of compartments, shall be either of truss head or step bolt-type.

9. All edges of the longitudinal hose body and aluminum hose bed dividers shall be finished so that hose couplings cannot hang up when being removed from the hose bed. The rear end of the bed dividers shall be provided with a radius. If the forward end of the dividers extend above the body, they shall also be provided with a radius. All hose bed dividers shall be smooth sided and adequately braced at both ends to prevent movement.

10. Removable aluminum slats shall be provided for all hose beds and transverse tool compartment. There shall be a maximum 1/4" spacing between slats. Slats shall be removable in sections without removing the hose bed dividers.

11. All hose bed dividers shall be fully adjustable without modification to the duckboards.

12. Extruded aluminum drip rails or similarly fashioned compartment type overlays shall be installed above all exterior compartments to prevent water from entering.

13. Provide polished aluminum rub rails that shall protrude outboard of the compartment doors, painted body surfaces and rear cab steps. Running and tailboard protrusion to match rub rails.

14. All compartments shall be a sweep-out type and shall have flush mounted box pan type hinged doors.

15. All compartments shall be completely sealed to the satisfaction of the District and shall be dust proof and watertight to the maximum extent practicable. Compartments to be provided with removable, chrome plated or stainless steel louvered vents. **No exceptions.**

16. Each enclosed compartment shall have automatic, individually illuminated OnScene Solutions or equal, L.E.D. strip lighting. The switch and wiring shall be properly insulated and protected from loose equipment. All compartment lights shall be mounted as far outboard as practicable, out of the normal path of equipment moving in and out of the compartment. Adequate illumination shall be provided for the

entire compartment space. (See Electrical)

Comply

17. All pump enclosure and compartment body inner door panels shall be brushed aluminum.

18. The hose reel compartment and dunnage area floor, and bracing, shall be segmented into three sections to maximize top access to the pump enclosure without the removal of both reels. An easily removable access panel shall also be provided in the floor between the independently mounted hose reels to allow access to the pump and piping. Use of an expanded metal panel may be considered to reduce engine enclosure heat.

19. There shall be doors or quick release openings to provide adequate access to pump, piping and any part of the apparatus requiring periodic service or repair. These openings shall be fabricated to the satisfaction of the District.

B. Transverse Hose Beds

Comply

1. Three (3) transverse hose beds, each having a capacity of 300' of 1-3/4" synthetic rubber fire hose, shall be located forward of the hose reels and tool compartment.

2. The hose beds shall be adequately braced to withstand the accidental charging of a bedded hose load.

3. The minimum width of each hose bed shall be 10". Minimum height of these beds shall be 15".

4. The interior surfaces of the hose beds and partitions, shall be brushed aluminum or stainless steel. A 1" minimum diameter tubing reinforcement shall be welded to the top and outer ends of the partitions and outer walls. Radiused stainless steel lower scuff plates to be provided at each end of the hose beds.

5. Two (2) transversely hinged 3/16" polished aluminum tread plate covers, with a 90-degree bend on the rear edge, shall be installed over the hose beds with locking devices to secure the covers in both the opened and closed positions. The full width piano-type stainless steel hinges, with stainless steel pins, shall be mounted on the forward side of the compartment. Each cover shall support the weight of a fire fighter standing on it in the closed position. Provide a U.V. and flame resistant nylon cargo net or similar with buckle type

retention over side openings of hose beds to secure hose lays from sliding out. Final approval of system to be determined at pre-construction.

Comply

6. Provide easy access to the hose beds on each side of the apparatus. Folding access steps may be required. District to approve access and the possible mounting locations of folding steps.

7. The distance from the top of the running board to the top of the hose bed slats shall be 46-48".

C. Longitudinal Hose Beds

Comply

1. The hose bed shall be divided into five (5) sections with four (4) adjustable dividers. The outer edge of the dividers shall be provided with a 1" minimum diameter tubing reinforcement. The height of the hose bed and dividers shall be equal, approximately 26".

2. The hose bed on the operator's side shall have a capacity of not less than 1000' of 4" synthetic rubber hose to be loaded flat.

3. The left middle section shall have a capacity of not less than 800' of 2-1/2" synthetic rubber fire hose to be loaded flat.

4. The right middle section shall have a capacity of not less than 400' of 1-3/4" hose. This hose bed shall have a minimum width of 9".

5. The remaining area shall have adequate space to store five (5) gallon foam containers.

6. While maintaining adequate drainage the floor of the hose bed shall be protected by the top of the water tank to prevent dirt and debris from blowing up into the hose pack.

7. The distance from the top of the tailboard to the top of the hose bed slats shall be 48" maximum.

8. This hose compartment shall be approximately 91" long x 72" wide x 20" deep. The front and both side panels shall be equal in height.

9. Provide a polished aluminum NFPA compliant tread

plate 50/50 roller-top, service body style cover over the hose bed, capable of supporting minimum 250 lbs. at any single point. The rear section shall roll over the forward section on channel tracks and sealed ball bearing nylon coated rollers. When rolled open, the tracks shall be split and the two sections shall hinge upward on a forward mounted stainless steel piano hinge to no less than 60" for loading hose. The lid shall be assisted and supported by positive locking gas charged struts. The roller section shall positively latch open and closed. Provide a minimum 2" heavy duty nylon cargo webbing attached across the rear of the roller lid and secured by a buckle system below the hose bed opening to prevent hose from sliding out in transit. The maximum opening in the webbing shall be 2" x 2".

Comply

10. Two (2) OnScene Solutions or equal LED strip lights shall be installed on the underside of the life up hosebed cover. The lights shall be activated by a switch located in the driver's side overhead switch panel.

D. Transverse Tool Compartment

Comply

1. Provide a transverse storage compartment forward of the longitudinal hose bed and to the rear of the deck gun and hose reels.

2. This compartment shall be a minimum of 70" wide X 24" long X 20" deep.

3. Two (2) transversely hinged 3/16" polished aluminum tread plate covers shall be installed over the transverse storage compartment with locking devices to prevent accidental opening. The full width piano-type stainless steel hinges, with stainless steel pins, shall be mounted on the forward side of the compartment. Each cover shall support the weight of a fire fighter standing on it in the closed position.

E. Compartments

Comply

The compartment body shall have a minimum enclosed watertight storage capacity of 125 cubic feet. All compartment dimensions reflected in this section are minimums and the following compartments shall be furnished:

1. Two (2) compartments, directly behind the cab in the pump enclosure side panels, one (1) on each right and left side, 37" high, 22" wide, and 15" deep. The entire back wall and

aft side of these compartments shall be removable and provided with quick release attachments for pump enclosure access. If screws are provided they shall be nutsert to prevent stripping of threads. The compartment doors shall have a stainless steel exterior to match the pump enclosure side panels. The compartment doors and hinges shall be capable of supporting the weight of a door mounted breathing apparatus. Exact dimensions to be approved by the District.

2. One (1) compartment on the right side of the apparatus, forward of rear fender, 23" deep, 30" high, and 24" wide. An adjustable shelf shall be provided. The door on this compartment shall be hinged on the forward side towards cab.

3. One (1) compartment on the right side of the apparatus, behind the rear fender, 23" deep, 30" high, and 48" wide. An adjustable shelf and compartment lock shall be provided. The compartment shall have two (2) vertically hinged doors.

4. One (1) compartment on the left side of the apparatus, forward of the rear fender, 60-1/2" high and 24" wide. The lower part of the compartment shall be 30" high and 23" deep and the upper part shall be 30-1/2" high and 12" deep. Three (3) adjustable shelves shall be provided, two (2) in the upper half of the compartment and one (1) in the lower half of the compartment. The door on this compartment shall be hinged on the rearward side, suicide style.

4. One (1) compartment on the left side of the apparatus, above the rear fender 12" deep, 29" high and at least 53" wide. This compartment shall have two (2) adjustable shelves. This compartment shall have PacTrac Tool Board installed on the floor and back wall for equipment mounting. This compartment shall be interconnected with the compartment just aft of it. This compartment shall be equipped with a horizontally top hinged door. Vertically hinged doors are not acceptable.

5. One (1) compartment on the left side of the apparatus, to the rear of the rear fender, 60-1/2" high and 48" wide. The lower part of the compartment shall be 30" high and 23" deep and the upper part shall be 30-1/2" high and 12" deep. This compartment shall be interconnected with the horizontally hinged compartment just forward of it. Three (3) adjustable shelves shall be provided in the upper section of the compartment. The lower shelf shall have a slide out tool drawer, approximately 6" high x 24" wide x 20" deep, brushed

aluminum drawer. The drawer shall have heavy-duty glides and lock fully in or out. This compartment shall have PacTrac Tool Board installed on the above shelf for equipment mounting. The compartment shall have two (2) vertically hinged doors.

6. One (1) lockable compartment located at the rear tailboard 24" deep by 30" high and 48" wide. An adjustable full width shelf shall be provided. The compartment shall have two (2) vertically hinged doors with a maximum distance of 1-1/2" from the bottom of the door opening to the top of the tailboard.

7. A 4" deep x 18" high x 14" wide polished aluminum tread plate pocket shall be provided in the rear compartment body bulkhead, on the left side of the tailboard, to accommodate a District provided hydrant assist valve. Provide four (4) separate compartments, two (2) on the left side and two (2) on the right side, to store 4,500 PSI, 45 minute breathing air cylinders, approximately 8" dia. X 24" deep. These compartments shall be installed in the area adjacent to the wheel wells with Cast Products or equal latching doors and shall be angled in and down. A liner shall be provided to protect all points of contact on the bottle. Positive holding strap shall be provided to hold the bottle in place if the door accidentally opens while the vehicle is in motion. Location to be approved by the District.

8. Provide additional compartments, space permitting. To be discussed at pre-construction conference.

9. Provide two (2) hard suction trays, both mounted on the right side of the apparatus above the ground ladders in a staggered stack configuration. The trays shall be designed to hold 10' long X 4" diameter hard rubber suction. Suitable U.V. resistant hold-downs, yellow in color, shall be provided. The District shall approve trays and hold-downs at the pre-construction conference.

10. Ladders shall be mounted on the right side of the apparatus, flush at the rear of the compartment body when nested. The 24' ladder shall be mounted outside of the 14' roof ladder. The 24' ladder shall be mounted "curved side in" when nested and the 14' roof ladder shall be mounted "curved side in" when nested.

11. Ladders shall be mounted on suitable mounting

brackets, lined with U.V. resistant padding to prevent marring of the ladders. The surface supporting the ladders shall be not less than 2" in width.

Comply

12. Ladder shall be mounted immediately on top of the right side compartments on 3/4" Teflon plastic pads with U.V. resistant padding on top. The top of the Teflon pads shall not exceed 55" above the ground.

13. Retainer or retainers shall be installed and so designed to secure the ladders to the apparatus. When either the roof or extension ladder is removed from the apparatus, the retainer shall be capable of securing the remaining ladder. Ladder rungs shall be protected from marring by the retainers.

14. The District shall be contacted concerning the type of bracket and retainer to be installed and their precise locations.

15. There shall be a 3/16" polished aluminum tread plate fold down hose tray mounted on the right side of the tailboard. It shall have a capacity of 100' of 1-3/4" hose. Final size and capacity shall be decided at the pre-construction conference.

Comply

F. Hinges

All doors and covers shall be equipped with full length, heavy-duty, polished stainless steel, piano-type hinges and stainless steel pins. The hinges shall have a positive action. Pins shall be secured to prevent creeping.

E. Latches

Comply

1. All compartment doors shall have positive action, stainless steel recessed large "D" handle-type slam latches unless otherwise specified herein. The handle shall open in either direction and be easily operable with a gloved hand. The inside of all door latches shall be fully enclosed and accessible for removal, service and repairs. Latches shall be constructed of all metal parts. Plastic parts not acceptable.

2. Compartment door latches shall be positive action upper and lower rotary style striker type with large polished stainless steel "D" handles for vertically hinged doors and single striker with large polished stainless steel "D" handle for horizontally hinged doors unless otherwise specified. Handles shall

operate easily in either direction with a gloved hand.
Components to be

Comply

Tri Mark 16137-03 or approved equal. Latches shall be fully enclosed but easily removable for service and replacement. Installation of latches shall take into consideration frame flex and racking of the cabinetry.

3. Where vertically split overlapping doors are provided, install exterior latches on forward doors. Rear doors shall utilize the same rotary latch and striker system on the overlapped door with a vertically operated release handle protruding from the inner door frame edge, easily visible and accessible. The release handle shall be coated in yellow plastic. Inside release handles not acceptable.

F. Door Checks

Comply

1. Each horizontally hinged door shall have two (2) appropriately sized gas spring door stays, one (1) at each end, unless otherwise noted herein.

2. Each vertically hinged door shall have one (1) top mounted door check, Hansen stainless steel Model 5.SS or equal. Chain door checks not acceptable. Door checks are not to restrict doors from fully opening and in some cases may be required to allow the door to open past 90* (to be determined at pre-construction). Door checks shall be provided with a positive stop in the open position to prevent adjacent doors from making contact with each other.

3. All pins shall be secured with non-snagging style clips in lieu of cotter pins. **No exceptions.**

I. Shelves

Comply

1. The shelves in the compartments as indicated shall be constructed of aluminum with a minimum thickness of .125" using a 5052H32 or 34 aluminum alloy.

2. The front and rear of the shelves in the vertically hinged compartments shall have two (2) downward breaks of 1-1/4" and 3/4". The sides of the shelves shall have a downward break of 1" minimum.

3. The front of the shelves in the horizontally hinged compartment shall have an upward break of 1-1/2". The rear

of the shelves shall have two (2) downward breaks of 1-1/4" and 3/4". The sides of the shelves shall have a downward break of 1" minimum.

Comply

4. The adjusting hardware shall be heavy-duty Uni-Strut 83300 or equal adjustable type which shall allow for infinite adjustment from the top to the bottom of the compartments.

43. FENDERS-RUNNING BOARDS-TAILBOARDS

Comply

A. If the compartment body width marginally extends to the outside of the tires, provide black rubber fender extensions.

B. Fenders to have rubber, plastic or aluminum welting between body and fender where construction dictates.

C. Provide full size one (1) piece, removable, non-painted aluminum inner fender wheel well liners with full back shields.

D. For the steering axles tire to wheelhouse clearance, a minimum all-around clearance shall always be maintained when the spring is fully deflected and the wheels are turned to the locked position, per recommended SAE standards.

E. A minimum all-around clearance, per SAE standards, shall be maintained at all times between the rear tire and wheelhouse when spring is fully deflected. The minimum all-around clearance shall be appropriate for installation of snow chains.

F. Provide non-slip running boards forward of front fenders to rear of bumper and along both sides from rear of cab to rear compartments. Provide a 3/8" airspace between boards and body for water drainage and cleaning. Boards to be reinforced with return bends or extrusion and shall have a minimum design load of 500 lbs. at any point on the board.

G. The following materials are to be used:

- Horizontal Surfaces – NFPA Aluminum Tread plate
- Vertical Surfaces – Polished Aluminum Tread plate

H. Black rubber mud flaps shall be provided at all wheel locations. The drive axle mud flaps to have "**L.A. Co FIRE**" in white lettering.

Comply

I. Tailboard shall be no less than 16" deep x 72" and extend the full width of the apparatus.

J. Pull-out steps shall be provided underneath the running boards on the right and left sides of the pump enclosure body. The steps shall have a minimum design load of 500 lbs. at any point on the step and shall extend outward from the sides of the apparatus a minimum of 18", locking in either the extended or retracted positions. Reflective chevron shall be installed on the outer edges of the step when it deployed. District shall approve the design and construction at the Preconstruction Conference.

K. Cab steps and running boards shall be not less than 16" and not more than 20" from the ground when fully loaded apparatus is parked on a level surface. CPCI CARR, or equal, cast aluminum steps may be required at each entrance to gain easier access to the cab but shall not be mounted in the approach angle.

L. Running boards shall be segmented between engineer's panel and compartment body.

M. The top of all exterior exposed compartments shall be covered with 3/16" NFPA aluminum tread plate to support normal foot traffic.

Comply

44. EXTERIOR HANDRAILS-HANDHOLDS-STEPS

Comply

A. Handrails

Knurled stainless steel handrails, no less than 1-1/4" in diameter, shall be provided wherever necessary to enable personnel to safely mount and dismount the apparatus. All mounting locations to be determined and approved by the District at the pre-construction conference. Mounting locations to include:

1. Six (6) handrails, one (1) vertically adjacent to all cab doors, minimum length 18".

2. Mounted vertically on each upper right and left side of the rear wall of the cab, to mount and dismount the running boards and safely gain access to the transverse hose beds, 24" minimum length.

3. Mounted vertically, at the rear of the compartment body, on the right and left sides, to safely mount and dismount the tailboard. Handrails to extend from the top of the longitudinal hose beds to within approximately 12" of the tailboard, 48" minimum length. The top and bottom ends of these handrails shall be turned into the body.

Comply

4. Mounted horizontally across the rear of the body to safely mount and dismount the tailboard, 65" minimum length in two pieces so as not to block the third brake light. Mounting location to be approximately 3" below the bottom of the hose bed with adequate clearance to permit the installation of gated wyers on rear discharge outlet.

5. Mounted horizontally across the rearmost hose bed cover, 72" minimum length.

B. Handholds

Comply

1. Provide a handhold mounted vertically on the left side, on the upper front outer exterior edge of the compartment body, to gain access to the hose reel and tank fill.

2. Provide a handhold mounted horizontally on the upper right side of the pump enclosure, just aft of the transverse hose beds, to gain access to the hose reel.

3. Handholds shall be provided wherever necessary to enable personnel to safely mount and dismount the apparatus. All mounting locations to be determined and approved by the District at the pre-construction conference.

C. Steps

Comply

Either built-in steps or NFPA compliant chrome plated folding steps shall be provided as safety or design dictates, wherever necessary to enable personnel to safely mount and dismount the apparatus. All mounting locations to be determined and approved by the District at the pre-construction conference. Mounting locations to include

1. A large, chrome-plated folding step shall be provided on each right and left side, on the rear outer exterior edges of the cab, to gain access to the transverse hose beds.

2. Two (2) large, chrome-plated folding steps shall be

provided on the left side, on the front outer exterior edge of the compartment body, to gain access to the hose reel and tank fill.

Comply

3. A large, chrome-plated folding step shall be provided on the right side, on the front outer exterior edge of the compartment body, to gain access to the hose reel and upper side of the apparatus.

4. A large, chrome-plated folding step shall be provided on the left sidewall in the tailboard area, to gain access to the longitudinal hose beds.

45. PAINTING-PLATING

Comply - Paint will be Sikkens
See Clarifications page.

A. All areas that are to be painted shall be prepared according to DuPont's (or equal) paint preparation recommendations for Imron or equal single-stage polyurethane enamel. The final finishing of this apparatus shall meet or exceed automotive standards, as follows:

1. Welding slag and other rough or sharp surfaces shall be removed and properly finished prior to primer application.
2. All surfaces to be painted, including the underside, shall be properly cleaned before primer and finish is applied using wax and grease remover.
3. All exterior surfaces to be painted shall be fully block sanded with no less than #180 grit to remove all metal surface imperfections.
4. All surfaces (including areas around all framework, panels, under all moldings, hinges, locks, etc.,) shall be primed with two (2) full coats of DuPont Corlar high- solids epoxy enamel or District approved equal primer to give a final dry thickness of 1.5-1.8 mils. The coats shall be lightly sanded (#360 wet, #320 dry) between coats and shall be cleaned and dry prior to painting.
5. The top primer coat shall be lightly block sanded with #400 grit and water.

B. All areas shall be painted with a minimum of two (2) coats of DuPont Imron or equal high-solids single-stage

polyurethane enamel, color to match exactly DuPont #674 Fire Engine Red. **No exceptions.**

1. Minimum paint thickness shall be 2.6 mils.
2. Paint surface smoothness shall meet the highest quality automotive finish, free of dirt, runs, drips orange peel or other defects.

C. The underside of apparatus shall be painted the same color as the apparatus, unless otherwise specified herein.

D. The cab roof shall be coated with a non-skid textured R.V. type roof coating to the uppermost curve of the roofline so as to not be visible from the ground. Color to be light gray.
Final product shall be approved by the District.

E. The engine shall remain the original factory color. The following areas shall **not** be painted: automatic transmission, all belts, reference information or I.D. plates, all hoses, hose fittings and hose clamps, all air, fuel, water or hydraulic hoses, hose fittings and hose clamps, all wiring or other electrical appurtenances, all cables, linkage joints or connections, adjustment nuts, clevises or pins, grease fittings, wheel well liners, polished aluminum tread plate, etc.
No exceptions.

F. Compartment interiors shall be red with white splatter tone enamel.

G. All metal surfaces shall be thoroughly cleaned and primed prior to assembly.

H. To ensure full paint coverage all frame and chassis components shall be painted prior to the body installation and the apparatus cab and bodies shall be painted prior to being mounted. Failure to follow this procedure may be cause to reject vehicle.

I. All bright work such as rails, brackets, external instrument panels, etc., shall be stainless steel #4 finish. **No exceptions.**

J. Chromium plating shall be of the highest quality decorative type and comply with ASTM Table II, Class 4, "SERVICE: VERY SEVERE"; also shall meet ASTM-A- 219-58 "THICKNESS" and ASTM-B-380-61T, Corrosion

Test Methods, latest editions.

Comply

K. Provide Scotchlite or equal 4" wide gold reflective striping affixed to the perimeter of the vehicle (all four (4) sides) in a "Z" pattern on the sides. The exact color and layout to be determined and approved by the District at the pre- construction conference.

L. Provide Scotchlite Diamond Grade or equal inverted chevron reflective decals to the rear of the body in alternating pattern of 6" "STOP SIGN RED" and "FLOURESCENT YELLOW/GREEN".

M. Door lettering to be supplied by the District for installation.

46. ELECTRICAL

Comply

A. General

Comply

The following specifications are intended to provide minimum guidelines for the apparatus 12VDC electrical power system. Multiplex wiring circuits are unacceptable unless otherwise specified herein. Any deviations from these minimums must be clearly noted and defined under the "Exceptions" requirements of this bid proposal. Any exceptions shall be explained by the applicable paragraph. All exceptions are subject to approval by the District.

1. Provide a 12-volt electrical system using the most current material and techniques available to the industry. Installation shall be stranded copper alloy conductors of a gauge rated to carry a minimum of 125 percent of the maximum current for which the circuit is protected. The apparatus shall be wired to meet or exceed SAE J1292, Automobile, Truck, Truck Tractor, Trailer and Motor Coach Wiring, for such loading at the potential employed. Voltage drops in all wiring, from the power source to the using device under full amperage load, shall not exceed 10 percent. Sixteen (16) gauge or smaller conductors shall **not** be used in the cab or chassis unless as provided as a component harness or low amperage relay trigger.

2. Insulation shall be in accordance with SAE J1128, Low Tension Primary Cable, type SXL or GXL.

3. All wiring, including battery cables, starter cable, alternator

cable, all lighting and primary wire shall be run in flexible, nonmetallic, fire resistant tubing or prefabricated harness with wires encased in a high temperature covering, a minimum of Nylon HTZL Type 6 rated loom in all areas. The conductor covering shall be rated for continuous exposure to a minimum of 300 degrees F (148 degrees C).

4. All connections made with lugs, terminal blocks or junction boxes shall be located in suitable, easily accessible locations. Junction blocks shall be stud-and-nut type with sufficient size studs to handle the gauge of wire to the junction box. **Plastic Cannon/Deutz plugs and Scotchlok type connectors shall not be acceptable.** The use of heavy-duty watertight metal Cannon/Deutz plugs with the appropriate size conductor connections shall be discussed at the pre-construction conference. All electrical plug types and construction shall be consistent with standard Class 8 trucking industry components as used by suppliers such as Cummins, Allison and Arvin Meritor.
5. Wiring shall be thoroughly mechanically secured in place and suitably protected against heat, oil and physical damage. Where wire passes through sheet metal, rubber grommets shall be used to protect both wiring and wire looms. **Adhesive loom clips shall not be acceptable.**
6. Wiring shall be clearly labeled by circuit function code (every three {3} inches) over each conductor's entire length. All multiplexed instrumentation wiring looms shall be independently routed and clearly identifiable as such. The entire labeling system shall correspond with the electrical wiring schematics furnished with the apparatus.
7. All circuits to be protected by automatic reset-type circuit breakers. **NO FUSES.** Electrically driven reels shall be protected by reset type circuit breakers of suitable amperage. Circuit breakers shall be labeled and accessible. **No exceptions.**
8. Ground wires for ABS ECU, engine ECM, and transmission ECU shall run directly to a ground connection at the frame rails. Lock or star washers are **NOT** acceptable and there shall not be any paint under ground connections. There shall be separate frame mounted ground cables to the cab, engine and starter. Braided ground straps are **NOT** acceptable.
9. All pump and pump panel throttle function circuits,

protected by safety interlocks, shall be provided with a single **"EMERGENCY PUMP ELECTRICAL OVERRIDE"** switch, i.e., parking brakes set, transmission pre-set to forth gear, transmission torque converter lock-up engaged, engine fan clutch engaged (if applicable), etc. This override switch shall provide a signal directly to the engine ECM enabling the remote throttle circuit. District to determine and approve verbiage on instruction placards at override switch, panel throttle and manual pump override control. Pump override function shall also illuminate the respective light in the pump/road diagnostic strip.

Comply

10. All lights and reflectors shall conform to the California Vehicle Code, California Administrative Code, and the Federal Motor Vehicle Safety Standards regulating authorized emergency vehicles.

B. Batteries

Comply

1. The split battery system shall consist of two (2) banks of Group 31 batteries located inboard of the left and right rear cab doors. Each battery shall be rated at a minimum of 1150 cold cranking amps and 205 minute reserve capacity.

2. Batteries shall be installed side to side, perpendicular with the frame rails, in such a manner as to be readily accessible for service and replacement. The batteries shall be mounted on plastic lined trays in vented compartments or locations free from road spray. The compartments shall be suitably insulated and vented to thermally protect the batteries from excessive engine heat and additional shielding shall be provided if in close proximity to the exhaust system. Batteries to be readily accessible from outboard sides and top. **No exceptions.**

3. The left bank shall consist of (3) batteries wired in parallel for starting & operation. Battery cables shall be 000 gauge & loomed. All battery cables shall be soldered & swaged.

4. Two (2) Power distribution modules shall be installed on the side of the frame rail directly above each battery bank, one (1) each side. The module consolidates fusing for ten added circuits, while providing a collection point for negative returns. The number of individual wiring circuits attached to each battery bank shall be reduces with this module.

Comply

5. These batteries shall be connected to the chassis electrical system of the apparatus through a suitable, conveniently located heavy duty 600 amp Blue Sea or equal battery on/off switch. A green LED indicator light (minimum 3/8" lens) shall be illuminated when in the "ON" position. The light shall be mounted adjacent to the battery switch, visible to the vehicle operator.

6. Right bank shall supply the communications and any other parasitic loads and shall be connected to the chassis batteries through a **Blue Sea** or equal automatic charging relay (ML-ACR) with self-resetting manual override rated at 500 amps continuous.

7. A Blue Sea P-12 or equal 12-volt/110-volt 40 amp battery charger shall be provided and installed. The charger shall plug directly into a 15 amp outlet installed nearby. The shore power supply shall be the same as the one used for the block heater. The receptacle shall be labeled. The charger shall not directly energize the radios or any other electrical circuits on the apparatus when the battery switch is in the off position. The charger shall be mounted in a protected, readily accessible location that does not impinge upon the cab occupants.

8. One (1) set of Cole Hersee or equal jumper studs with cover shall be installed near the driver's side battery box. This shall provide for ease of jump starting the vehicle.

9. Provide a Blue Sea 7517 Battery/Charger Indicator or equal for use with the battery charger supplied. Mounting location to be approved by the District.

Comply

C. Engine Fast Idle System

1. The engine shall be equipped with an electronically controlled, manually switched, engine fast idle system.

2. A momentary type rocker switch shall be provided on the cab dash switch panel, labeled "**FAST IDLE**", which permits manual activation or deactivation of the fast idle system. The fast idle system shall only function with this switch under the following conditions:

Parking brakes are applied

Transmission selector is set to neutral mode Main or

auxiliary pump is not engaged

Comply

3. The fast idle system shall automatically be deactivated and the engine RPM level shall return to normal engine idle RPM by:

Releasing the parking brakes
Shifting the transmission into forward or reverse
Engaging the main or auxiliary pump

Comply

D. Total Electrical System Manager

1. The electrical system shall incorporate an Innovative Controls or equal Electrical Manager device connected to the electrical system through the battery disconnect switch. The load manager shall monitor battery condition and shall be capable of automatically managing individual selected electrical circuit loads by providing the following minimum functions:

Sequencing up of all loads Sequencing down of all loads
Automatic shedding of loads

2. The District shall approve the electrical circuits to be load managed at the pre-construction conference.

Comply

E. Engine Electrical

1. The left battery bank shall be wired directly to the starter solenoid. Two (2) starter buttons shall activate momentary relays which in turn shall activate the starter solenoid when the master battery and ignition switches are in the "on" position and the transmission is in "neutral" only.

The starter motor shall be mounted on the left side of the engine with the solenoid in a position where it can be removed without removing the starter and the electrical connections are accessible. The mounting area shall be clear of all fuel, air and electrical lines.

2. A Kim-Glow or equal 120 volt direct coolant immersion heater with Thermocord or equal thermostat harness rated for the diesel engine, shall be provided for the cooling system, directly connected in the engine block. A metal conduit box with cover shall be installed on the heater, if necessary, to enclose the heater.

A red warning light indicating when the engine heater is operating shall be provided near the battery switch in clear view of the driver.

Comply

The engine immersion heater wiring shall be fully insulated three (3) conductor 10-gauge copper wire. The input receptacle shall be provided with a "U" ground, recessed male NEMA 5-15P plug, Hubbell No. 5278-C 15-amp flanged inlet or approved equal, enclosed in a conduit box mounted in a location approved by the District.

F. Driving Lights

Comply

1. Headlights shall be Peterson or equal quad style, 4"x6" rectangular, LED lights. Outboard LED to be low beams and inboard and outboard LED to be high beams. Low beams to illuminate (daytime running lights) when the ignition switch is in the "on" position and the parking brakes are released.

2. Headlight circuit shall be connected directly to the battery switch and shall be activated by a heavy-duty relay or continuous duty solenoid controlled by the ignition switch. **No exceptions.**

3. Front directional lights shall be Code 3 Model 65FA or equal 4" x 6" LED amber guide arrow, in line vertically with the headlights.

4. Provide four (4) amber high profile, LED side turn indicator lights, TruckLite or equal, with chrome guard and bezel, one (1) on each right and left side mid-ship over the front wheel wells and one (1) on each right and left side between the rear wheel wells. The District at the pre-construction conference shall approve the LED turn lights and mounting locations.

5. Self-canceling turn signal switch shall be equipped with a four-way emergency warning switch and high beam control switch.

6. Stop, Tail, Turn and Back-up lights shall be Code3 or equal 4" x 6" LED with chrome plated bezel. The stoplights shall illuminate when the service brakes, column brake, transmission retarder or engine compression brake is activated, or the parking brakes are set and the master battery switch is in the "on" position. Rear directional lights shall be

amber guide arrows. The backup lights shall illuminate when the transmission is in reverse and the ignition and the master battery switches are in the "on" position. The District at the pre-construction conference shall approve the mounting location.

7. A third stoplight, TruckLite or equal, shall be mounted in the center of the rear ladder compartment door, protected from equipment damage. The stoplight shall illuminate with the aforementioned stoplights. The District at the pre-construction conference shall approve the LED stoplight and mounting location. Incorporation into the Arrow Stick may be considered.

8. The District at the pre-construction conference shall approve the TruckLite, or equal, LED clearance/marker lights. Chrome, stainless or aluminum guards or bezels shall be provided when practicable for appearance or protection. Provide the following LED clearance/marker lights:

- a. Two (2) side facing amber clearance/marker lights mounted in the lower front corners of the cab, one (1) on each right and left side.
- b. Two (2) side facing amber clearance/marker/turn indicator lights, one (1) on each right and left side, mid-ship.
- c. Two (2) rear facing red clearance/marker lights, one (1) on each right and left side, mounted as high as practicable under the rear beacons.
- d. Three (3) rear facing red clearance/marker lights with lenses inset 1/2" forward of the rear tailboard edge.
- e. Two (2) side facing clearance marker lights, one on each right and left side, mounted in the lower rear corner of the compartment body.

9. Suitably approved reflectors shall be installed. Stick-on type not acceptable. **Exact locations of lights and reflectors to be approved by the District.**

10. There shall be one (1) 16" LED door warning lamp provided on the inside door panel of each cab door. The light shall be mounted on the door's lower scuff plate and shall be activated when the respective door is opened. Each light shall be furnished with a clear lens and amber LED. Each light shall also be mounted in a protective channel to prevent damage from personnel getting in and out of the cab.

There shall be a momentary switch provided in the driver

side overhead switch pack that will disable the cab door flashing lights, and all body compartment lighting. The switch shall reset with the cycling of the ignition circuit.

Comply

G. Emergency Lights

Comply

The apparatus shall comply with the standards of NFPA 1901, Chapter 9-8 "Optical Warning Devices". All NFPA required lighting shall function in the "Calling for Right of Way" mode. Only the designated upper Zone A and C lights shall be disabled in the "Blocking Right of Way" mode.

Under no circumstances shall any of the NFPA required "Blocking Right of Way" lighting be disabled by the electrical system load manager. The following lights shall be provided:

1. Two (2) 4" x 6" flashing LED lights with red colored lenses, Code 3 Model 65FR or Whelen Model 600 series with linear reflector, shall be mounted in a dual seal beam headlight housing, in line vertically with the high beam headlights. A rocker switch mounted on the switch panel labeled **"REDS"** shall control these lights. Flash pattern to alternate from side to side. Wiring instructions to be approved by the District at the pre-construction conference. (Lower Zone "A")
2. One (1) Code 3 Model RMX or equal 58" dual level 4 section light bar shall be mounted on the top of the cab and shall be equipped with twelve (12) REF8R lights, 6 upper and 6 lower. The outboard forward lower corners shall each have one REF8W flashing white intersection light. The center sections shall have four (4) upper TRS9 or equal flashing red LED lights. The outer sections shall each have two (2) upper and two (2) lower TRS9 or equal forward facing LED lights and one (1) upper red and one (1) lower white corner TRS9 or equal 45° facing LED.
3. The two (2) 22" bars (RX2722-ALRC-104-P and 104-D or equal) shall be mounted at an approximately 45° angle from the outer edge of the center bar. Each bar shall have three (3) REF-12 flashing red LEDs and one (1) white REF-12 flashing LED which shall disable when the brakes are set. All front light bar lights shall face from directly forward to 135° to each side. No lights shall face directly rear. The rocker switch labeled **"REDS"** shall control all red lights.

Provide a 20 amp 12 volt circuit to the top center light bar to be activated with the red lights and deactivated when the parking brakes are set for future traffic signal pre-empt device. Location and wiring instructions to be approved by the District at the pre- construction conference. (Upper Zone "A")

4. Two (2) 4" x 6" flashing red LED lights with clear lenses and chrome bezels, Code3 Model 65BZRW or equal. One (1) to be mounted on each right and left side of the cab just in front of the doors. The rocker switch labeled "**REDS**" shall control these lights.

5. Two (2) 3" x 7" flashing LED lights with clear lenses and chrome bezels, Code 3 Model 45BZR or equal, one (1) on each right and left side of the apparatus, mid-ship. The rocker switch labeled "**REDS**" shall control these lights. Flash pattern to alternate opposite of the fore and aft side LED warning lights' flash pattern. A suitable protective guard shall be required if mounted under running board. Location and wiring instructions to be approved by the District at the pre-construction conference. (Lower Zone "B" and "D")

6. Install two (2) 4" x 6" red LED lights with clear lenses and chrome bezels, Code3 Model 65BZR or equal. One (1) each right and left side rear fender. The rocker switch labeled "**REDS**" shall control these lights. Location and wiring instructions to be approved by the District at the pre-construction conference. (Lower Zone "B" and "D")

7. Install two (2) 4" x 6" amber LED lights with clear lenses and chrome bezels, Code3 Model 65BZA or equal, one (1) on each right and left side of the of rear body, under the backup lights. The rocker switch labeled "**AMBERS**" shall control these lights. Flash pattern to alternate from side to side. Location and wiring instructions to be approved by the District at the pre-construction conference. (Lower Zone "C")

8. Provide two (2) LED beacons in the rear of the apparatus above the hose bed walls and so located as to avoid damage when hose is being removed from the hose bed. One (1) Code 3 XP9501 or equal amber with outboard facing red shall be mounted on the right and one (1) Code 3 XP9501 or equal all red shall be mounted on the left. Each beacon shall be equipped with one (1) rear facing flashing REF-12 LED in the center, and one (1) flashing REF-3 LED in each 45° oblique position and one (1) flashing REF-3 LED in each outboard 90° side facing position. The rocker switch labeled "**AMBERS**"

shall control these lights. No rear beacon lights shall face directly toward the cab. Location and wiring instructions to be approved by the District at the pre-construction conference. (Upper Zone "B", "C" and "D")

Comply

9. One (1) Whelen or equal model TANF 85 or equal, directional warning light with eight (8) amber LEDs shall be provided on the rear just below the lower hand rail. A multi-function switch controller and the rocker switch labeled **"MASTER"** shall control the directional warning light. The District shall approve the mounting location of the control head and light at the pre-construction conference.

10. The high beam headlamps shall have an alternating wig-wag feature, controlled by a solid-state wig-wag flasher, wired to come on with the front red lights. The wig-wag flasher shall be deactivated when the headlight switch is in the "headlights on" position, when the parking brakes are set or when the high beam switch is activated. The wig-wag flasher shall not be deactivated when the headlight switch is in "headlights off" or "parking lights on" positions, except when the parking brakes are set or the high beam switch is activated. **No exceptions.**

11. The District at the pre-construction conference shall approve mounting locations, switching, interlocks and load management priorities for the emergency lighting.

H. Spotlights

Comply

Two (2) Go-Light Model 20204 or equal 12 volt LED remote control spotlights shall be mounted on the top of the cab, one each right and left side. The light housing shall be black in color. The wired interior controls shall be mounted in a location approved by the District. The spotlights shall be controlled by the master battery control switch. Exact mounting to be approved by the District.

I. Work Lights

Comply

1. Waterproof TruckLite or equal LED lights shall be mounted on the outside of each right and left side of the pump enclosure to adequately illuminate the pump panels, to be controlled by the pump control panel light switch.

2. Two (2) guarded TruckLite or equal waterproof LED work lights shall be mounted, in a District approved location,

Comply

on each right and left side of the hose reel compartment to illuminate the hose reels and monitor valves. The lights to be controlled by the pump control panel light switch.

3. One (1) Hi-Viz Model FT-B-72-ML-B or equal 72" diffused scene/flood light mounted on the cab brow. The panel mounted rocker switch labeled "**FRONT SCENE**" shall control the light. The brow light shall also have built in marker lights.

4. Two (2) FRC Model 900 or equal LED side facing scene lights with chrome bezels shall be provided between the front and rear tractor cab doors, one (1) on each right and left side, as high as practicable. The lights shall be controlled individually by separate rocker switches mounted on the switch panel labeled "**RIGHT SCENE**" and "**LEFT SCENE**".

5. Three (3) FRC Model 900 or equal LED scene lights with chrome bezels shall be provided one (1) right side body toward the rear, one (1) left side body toward the rear and one (1) left rear, as high as practicable. The lights shall be controlled by the rocker switch labeled "**PICK-UP LIGHTS**".

6. TruckLite or equal LED ground lighting shall be provided under each cab door, pump panel and as necessary around compartment body to comply with the latest Revision of NFPA 1901. The lights shall be controlled by the rocker switch labeled "**GROUND LIGHTS**" and the cab door jamb switches.

7. The District at the pre-construction conference shall approve mounting locations, switching and load management priorities for work lights.

J. Interior Lighting

Comply

1. Provide a minimum of two (2) LED lights, not less than 15 cp, with readily accessible light mounted switches. Mount the lights under the engine enclosure, on each right and left sides, to efficiently illuminate the fluid register access door area and both sides of the engine when the cab is raised. Lights shall be protected from damage and wired independently. Lights shall be controlled by the master battery control switch.

2. The interior of the cab and jump seat area shall be equipped with a minimum of four (4) Whelen or equal 6" white/red LED night vision dome lights to be approved by the District during pre-construction. The lights shall not be mounted directly above any seated position or interfere with

the occupants when entering or exiting the cab. The lights shall be capable of providing both red and white illumination. To provide maximum illumination two (2) lights shall be located in the driver's compartment, one (1) on each right and left side. These lights shall be controlled by a rocker switch mounted on the switch panel and so arranged that momentary door switches shall automatically activate the lights when either of the driver's compartment cab doors is opened. Two (2) lights shall be located in the jump seat area, one (1) on each right and left side. These lights shall have separate light-mounted switches and so arranged that momentary door switches shall automatically activate the lights when either of the jump seat cab doors is opened. The door momentary switches shall control the front and rear doorstep lights. **No exceptions.**

Comply

3. The master battery control switch shall control all interior and cab step lighting.

K. Compartment Lighting

Comply

1. All hinged pump enclosure and trailer body compartment doors shall be equipped with OnScene Solutions or equal L.E.D. strip lights and a barrel switch mounted on the hinge side door jam, which shall turn the lights on when the door is opened and off when door is closed. Quantity of strip lights shall adequately illuminate the entire compartment and slide out trays. Additional flush mount LED interior door pan lights shall be provided to illuminate the extended slides and/or ground. The rear horizontally hinged ground ladder storage door shall have three (3) evenly spaced flush mounted LED lights mounted in the door to illuminate both the compartment and rear work area of the trailer. The wiring for these compartment lights shall be so arranged that only the light for the compartment, which is opened, shall turn on. Barrel switches shall have protective insulated covers, and wiring shall be routed, so loose metal items contained in the compartment shall not ground the circuit. A switch panel mounted rocker switch labeled "**COMPARTMENT LIGHTS**" shall be provided to enable all compartment lights to be turned off when all compartment doors are open at one time but shall operate opposite of all other switches.

2. A red flashing LED compartment door open warning light, not less than 3" in diameter, shall be mounted and labeled in a position readily observable by the vehicle operator and

officer. Such light shall be connected through magnetic switches and relays connected so that the compartment light and compartment door open warning indicators activate when opened. The compartment open warning shall operate independently from the rocker compartment switch mentioned in Paragraph 2. **No exceptions.**

Comply

3. A minimum 95 db audio device, mounted in the cab, shall be activated in conjunction with the aforementioned red compartment warning light when the parking brakes on the apparatus are released.

4. All compartment lighting switches shall be controlled by the master battery control switch.

L. Instrument Lighting

Comply

Backlighting shall be provided for illuminating all instruments, controls and switches on the dash. Dash lights shall be equipped with a suitable dimmer. **No exceptions.**

M. Switch Panel

Comply

1. A switch and circuit breaker panel shall be located in front of the operator. The panel shall be hinged or removable with quick release attachments for maintenance. Two (2) extra switches shall be provided for future use on the above panel.

2. All panel mounted switches, as designated herein, shall be grouped together on the panel, illuminated and clearly identified, day or night, by easily read labels.

3. All dash or panel mounted switches, with exception of the ignition, battery, intermittent wiper, and rheostat switches to be rocker-type, two (2) or three (3) positions as noted.

4. All on/off switches to have amber integral pilot light, except "**MASTER**", illuminated identification labels and polarity specific spade-type connectors. All switches shall be top of line, readily available from diversified sources, Cole Hersee or a District approved equal. **No exceptions.**

5. All emergency warning light switches shall be wired through a switch panel mounted master control rocker switch labeled "**MASTER**".

6. Switch panel layout to be approved by the District.

Comply

N. Power Points

Comply

1. Four (4) Blue Sea or equal, 12-volt/USB power points shall be provided, one (1) at each front seat and rear-facing jump seat location. Mounting locations to be approved by the District.

2. Two (2) Blue Sea or equal, 12-volt/USB power points shall be provided, one (1) front dash area and one (1) rear-facing jump seat location. Mounting locations to be approved by the District.

3. One (1) 12 volt power and ground circuit shall be provided in the officer's side rear body compartment for installation of District supplied equipment, 20 amp max circuit required.

4. One (1) 12 volt power and ground circuit shall be provided in the center rear compartment for installation of District supplied equipment, 20 amp max circuit required.

5. Six (6) 12 volt power and ground circuits shall be provided in the cab for installation of District supplied LED Flashlight Chargers. Locations to be determined at the pre-construction conference.

O. Horns

Comply

1. Two (2) dual tone auto electric horns, controlled by the horn button, shall be furnished.

2. One (1) Grover #1510 or equal "Fire Department Stuttertone" chrome air horn shall be mounted in the front bumper or a location approved by the District.

3. The horn mounting bracket shall have slotted holes for horn base to allow for tuning of the horn.

4. A readily accessible brass solenoid valve shall be provided with a 1/4" minimum nylon air horn supply line, within 18" of the air horn.

5. The air horn to be controlled from the steering wheel horn button, an officer side momentary pushbutton

and pump panel momentary pushbutton. Final mounting to be approved by the District. **No exceptions.**

Comply

6. Steering wheel horn button shall be equipped with a two- way rocker switch on the switch panel, labeled "**AIR HORN**" and "**ELECTRIC HORN**", to operate either the air horn or electric horn. The air horn shall operate independent of the ignition switch and shall be controlled by the master battery control switch.

P. Siren

Comply

1. One (1) Federal Signal Model Q2B or exact equal in tone and function, electro-mechanical siren shall be provided. Front bumper mounting location to be determined and approved by the District at pre-construction.

2. The siren to be controlled from an officer side momentary pushbutton and a labeled Linemaster, Compact #491-S or equal siren switches shall be located on the forward front floorboard, on the extreme left side in front of the driver's seat. The switch shall be mounted on ergonomically angled polished aluminum tread plate platform and so located for easy access when wearing boots. The siren shall only function when the red emergency lights are activated. **No exceptions.**

3. An adjustable sequential timer switch, Amprite Model #12F-DFA or equal with wire termination, shall be provided for automatic siren operation. The timer switch shall be controlled by two (2) rocker switches, one (1) mounted in front of the officer's seat and one (1) mounted in the switch panel. The switches shall be labeled "**AUTO SIREN**" and shall only function when the red emergency lights are activated.

4. Separate siren brake switches, labeled "**SIREN BRAKE**" shall be provided for the driver and officer.

5. All switches to be fully accessible while the vehicle is in operation.

Q. Signaling System

Comply

Provide a buzzer system for signaling the driver while standing 8' from the rear of the apparatus. A waterproof box with momentary pushbutton shall be hard-wired to a coiled cord on the left rear side of the apparatus approximately 65" above the ground. The switch box shall be labeled "**1-STOP, 2-**

FORWARD, 3-REVERSE". The switch box shall be protected inside an enclosure with a door. Buzzer system shall be operated directly from the chassis batteries. The system shall have an independent buzzer that shall not be used as a warning device for any other components. Buzzer shall be audible, to the satisfaction of the District, when headsets are worn. **No exceptions.**

Comply

47. EQUIPMENT

Comply

Bidders shall include in their bid the following equipment with each pumper unless specified otherwise:

A. One (1) 24', ALACO Model WX071392-24 or equal wood construction truss sided rapid hoist extension ladder, two (2) section.

B. One (1) 14', ALACO Model WX071492-14 or equal wood construction truss sided roof ladder with No. 7 folding hooks.

C. One (1) 10', ALACO Model 2305-10 or equal wood construction folding attic ladder with safety shoes.

Ladders shall comply with "District Contract Specifications" dated August 1992. **No exceptions.**

D. Two (2) flexible, wire reinforced, black rubber hard suction hoses. The hoses shall be 4" diameter X 10' feet in length. There shall be a 4" NHF long handle swivel fitting on one end and a 4" NHM rocker lug fitting on the other end of each suction hose.

E. Two (2) TFT Jumbo L.A. County Spec. ball-type intake valves.

- 4NH Female Handle Coupling on Street Side
- 6NH Female Handel Coupling on Truck Side
- Parallel Shaft Gearbox
- Delete PRV
- Color RAL RED

For purposes of standardized emergency operations, this is a **"No Exceptions"** item.

F. Five (5) spare compartment door striker pins.

G. Two (2) Worden model HWGY-SB or equal wheel chocks

Comply

and brackets shall be shipped loose.

- H. An ASA voyager or equal backup camera system shall be provided and installed. The system shall include a flat panel LCD monitor mounted in the cab adjacent to the driver and a color camera mounted on the rear of the body. The camera shall be recessed in the rear intermediate step. The monitor shall only activate when manually turned on or the vehicle is placed in "Reverse".

These specifications were prepared by Apparatus Committee of the Consolidated Fire Protection District of Los Angeles County, Fire Fleet Services Division (323) 881-3020.

ATTACHMENT “A”

The District is evaluating different avenues for reducing the initial purchase price and overall operating costs of its emergency fleet. For evaluation purposed bidders are requested to make proposals, **to the District only**, in the following areas. Please note that this is for information purposes only and will not be part of the evaluation process nor will it be used to determine the final award(s).

On a separate attachment from the bid labeled “COST REDUCTIONS”, bidders are requested to list **comparable**, less costly alternatives to those specified by the District. Bidders shall list the name of the alternative component or component system, its manufacturer, warranty period and the apparatus per unit cost reduction from the component or component system specified by the District. Cost comparisons shall **only** be listed if there is an apparatus cost reduction to the District and shall include, but not be limited to, the following:

Steering and drive axles	Air suspension
Diesel engine	Auxiliary retarder
Fire pumps	Tires
Synthetic water tank	Discharge gates and inline valves
Seating	Instrumentation
Load management system	Emergency (LED) lighting
Intercom System	Data recorders
Travel value per individual trip	

FUTURE APPARATUS ORDER PROPOSAL

On a separate attachment from the bid labeled “FUTURE APPARATUS ORDER PROPOSAL”, bidders have an opportunity to propose a plan for additional apparatus to commence within twelve (12) months following the initial bid award.

MARKETING PROPOSAL

On a separate attachment from the bid labeled “MARKETING PROPOSAL”, bidders, apparatus manufacturers, component and component system manufacturers and suppliers have a tremendous opportunity to propose “**tasteful**” marketing agreements to the District that shall directly reduce the apparatus per unit cost to the District for this order and any subsequent add-on orders by the District. The proposal shall clearly describe the marketing plan and agreement desired, term of the agreement and apparatus per unit cost reduction. The District shall not enter, make or commit to any agreement as a result of this solicitation without the written consent and approval of the District Fire Chief and County Counsel.

SPECIFICATIONS FOR 100' TRACTOR-DRAWN QUINT-TYPE APPARATUS SPECIFICATIONS FD750-17-18

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**CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY**

**SPECIFICATIONS FOR
100' TRACTOR-DRAWN QUINT-TYPE
APPARATUS
SPECIFICATIONS FD750-17-18**

1. STATEMENT OF SOLICITATION

The Consolidated Fire Protection District of Los Angeles County, herein after District, is desirous of purchasing 100' tractor-drawn quint-type apparatus.	Compl y
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Two (2) sealed proposals from licensed dealers for the purchase of fire apparatus equipped in accordance with these specifications.	Compl y
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2. NOTICE TO BIDDERS

When submitting bids, bidders are required to indicate opposite each item of these specifications when the unit offered differs from the unit described. Terms such as "Comply", "As specified", "To meet specifications", "Per your specifications", or the "omission of detailed information" shall be interpreted as being in complete compliance with specifications.	Compl y
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Bidders may not take exception to items in these specifications where the term " No exceptions " is specified.	Compl y
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Each bid shall be accompanied by two (2) sets of detailed "Contractor's Specifications" to include scaled drawings of the apparatus to be delivered. The following shall be included:	Compl y
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A detailed description of the apparatus indicating size, type, make and model of each major operating system or major component of the apparatus, including aerial device, a list of equipment to be furnished and performance details to which the apparatus furnished under contract must conform.	Compl y
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Complete and accurate data and drawings of the tractor and trailer chassis: reflecting materials, yield strength, section modulus, cross members and all principal dimensions.	Compl y
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Complete top, left, right, front, and rear views of the apparatus including overall height, overall length, overall width, height	Compl y
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of bodies proper, wheelbase, ground clearance, front and rear overhang, break over angle and angles of approach and departure.

Cab interior and engine enclosure dimensions. Comply

Location and dimensions of all compartments and compartment door openings. Comply

Location of the fuel tank, controls, gauges, all major equipment and components, and exterior lighting. Comply

Projected unladen weight and weight distribution. Wall-to-wall and curb-to-curb turning diameters. Comply

Each bid shall also be accompanied by the following: Comply

Detailed performance reports reflecting grade start-ability, road grade-ability and top speed in all gears for the proposed apparatus loaded to the manufacturer's certified weight rating with final drive gear ratio providing 60 mph @ 1700 RPM and one ratio higher and lower. Comply

A complete description of the drive axle and brakes and a copy of the axle manufacturer's certification approving their use on the proposed apparatus. Bidder to submit ratio for approval by the District. Comply

A complete description of the all steering axles, their steering components, steering geometry and brakes and a copy of the axle manufacturer's certification approving their use on the proposed apparatus. Comply

A complete description of the ABS and ATC systems and a copy of the manufacturer's certification approving their use on the proposed apparatus and its interface compatibility with the proposed brake system, engine, transmission, auxiliary retarder and compression brake. Comply

A copy of the wheel manufacturer's certification approving the wheels for the weight and tire pressures required for use on the proposed apparatus. Comply

Data and/or drawings describing the type of charge air cooler, to include principal dimensions, core type, fins per inch, number of rows, number of tubes per row and materials. Comply

Data and/or drawings describing the type of radiator and tank configuration proposed, to include principal radiator, core and tank dimensions, core type, fins per inch, number of rows, Comply

number of tubes per row, tube I.D., tube O.D., tube wall thickness and materials.

Data describing the type of engine fan proposed, to include principal dimensions and airflow performance. Comply

A copy of the engine manufacturer's certification approving the engine installation and cooling system on the proposed apparatus. Comply

A copy of the transmission manufacturer's certification approving the transmission installation and oil cooling system on the proposed apparatus. Comply

A detailed drawing and description of the proposed auxiliary cooler. Comply

A sectional drawing of the chassis, drawn to scale, showing the length of the drive shafts and universal joint angles. A copy of the universal joint manufacturer's certification approving the drive line configuration and its use on the proposed apparatus. Comply

A detailed description of the pump transmission and a copy of the pump transmission manufacturer's certification approving its use on the proposed apparatus. Comply

The main pump's make, model, and complete statistical information including a certified graph showing its performance characteristics. Comply

A detailed drawing of the water tank reflecting physical dimensions, type of material, gauge of material, baffles, inlets, outlets and overflow. Comply

A detailed drawing and description of the water tank mounting. Comply

Bids shall be considered on apparatus complying substantially with these specifications, as determined by the District, provided each deviation is explained in detail and the substitution is described, including technical documentation demonstrating equivalency and the system, method, or device is approved for the intended purpose, in a letter attached to the bid. Comply

The determination of equal rests entirely with the District where the term "or equal" is specified in these specifications. Comply

All warranties must be submitted in writing and may be evaluated as part of the bidder's formal bid offering. Comply

Delivery time shall be submitted in writing with the bid and may be evaluated as part of the bidder's formal bid offering. Comply

Bidders are required to give special consideration to the following points: apparatus maneuverability, ease of operation including pump and aerial operation, driving and cab interior working space, **a priority for the driver and officer**, accessibility to the various units that require periodic maintenance operations, production schedule and symmetrical design proportions. Comply

Each bid shall include the location of the factory where the apparatus is to be built. Comply

Bidders shall show they are in a position to render prompt service, to furnish replacement parts, and make repairs for said apparatus, including motor. Comply

Bidders are required to state the unit price complete, exclusive of sales tax, in this bid. Prices quoted shall be F.O.B. Los Angeles. Comply

Failure to adhere to the aforementioned requirements for bid submission may be sufficient cause for rejection of the bid. Comply

A. Indemnification

Successful bidder and/or fire departments participating in this solicitation agree to indemnify, defend and hold harmless District and County, and their elected and appointed officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damage relating to the execution of this solicitation, subsequent purchases or contract, or lawsuits and damages relating to the products, equipment and/or apparatus purchased under said agreement. Comply

B. Formal Approval for Contract

Acceptance of a proposal does not constitute a contract with the District. A contract shall be created only by formal approval by the Board of Supervisors of the County of Los Angeles or issuance of a purchase order by the County Purchasing Agent. Comply

C. District Option to Reject All Proposals

The District may, at its discretion, reject all proposals submitted Comply

in response for bids. Under no circumstances shall the District be liable for any costs incurred in connection with the preparation and submission of any proposal.

D. Marketing

As a result of this solicitation and subsequent agreement, the successful bidder, their employees, agents, subcontractors and suppliers shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the District or County without the prior written consent of the District Fire Chief and County Counsel. The District, as the lead agency behind this solicitation and subsequent agreement, is entitled to any and all compensation (monetary or non-monetary) arising from any marketing agreements or marketing arrangements that are established between the successful bidder and the District. The successful bidder shall not make or commit to any marketing arrangements with any other agency involved in this solicitation or subsequent agreement without the written consent and approval of the Fire Chief and County Counsel.

Compl y

3. LIQUIDATED DAMAGES

All time limits stated in the purchase order shall be in calendar days and are of the essence; and should the delivery not be completed on or before the time stipulated, it is mutually agreed and understood by and between the successful bidder and the District that:

Compl y

A delay would seriously affect the public and the operation of Los Angeles County; that a reduction in the unit price of One Hundred Dollars (\$100) per calendar day for each and every day for each unit where delivery is beyond the delivery time set forth in the purchase order is the nearest measure of damages for such delay that can be fixed at this time; therefore, the District and the successful bidder hereby establish said reduction in the unit price of One Hundred Dollars (\$100) per calendar day for each and every day of delay for each unit as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the purchase order.

Liquidated damages shall not apply to time elapsing between date of delivery and date of notification to the successful bidder of rejection of sub-specification material.

Compl y

The aforementioned conditions may be invoked if delivery

Compl y

exceeds the specified time, or if replacement of material not meeting specifications exceeds the specified time.

Should the successful bidder be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the District, or inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of the defense or war program, then the time of completion shall be extended for such period as may be agreed upon by the District and the successful bidder.

Compl y

Shall there be insufficient time to grant such extensions prior to completion date of the contract, the District may at the time of acceptance of work waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.

Compl y

In the event that the successful bidder is on strike at the time of the award of the bid, the District reserves the option to accept the first acceptable bid from a bidder that is not on strike.

Compl y

4. COMPLIANCE WITH CODES AND STATUTES

The apparatus shall in every respect comply with, and conform to, unless otherwise specified herein, the latest revision of the National Fire Protection Association Standard 1901, 2008 revision or later.

Compl y

The complete vehicle shall in every respect, comply with and/or conform to, the latest editions of the State of California Motor Vehicle Codes, Federal Motor Vehicle Safety Standards, National Electrical Code Standards, Health and Safety Codes and provisions of the Occupational Safety and Health Act.

Compl y

THIS VEHICLE IS USED FOR RESPONDING TO EMERGENCY CALLS AND IS EXEMPT FROM THE REQUIREMENTS OF CALIFORNIA LAW FOR MOTOR VEHICLE POLLUTION CONTROL DEVICES AS PER SECTION 27156.2 OF THE CALIFORNIA VEHICLE CODE.

Compl y

It is the sole responsibility of the successful bidder to advise the District in writing of any conflicts between the requirements herein and the aforementioned Codes and Standards.

Compl y

5. INTENT OF SPECIFICATIONS

It is the intent of these specifications to obtain 100' tractor-drawn quint-type apparatus that shall meet the construction and performance requirements reflected herein and the rigorous requirements of both on and off road fire department service.

Compl y

These specifications are intended to describe the type, size, and quality of apparatus desired and to cover the furnishing and delivery to the District of complete apparatus equipped as hereinafter specified.

Compl y

These specifications are intended to describe the District's "**MINIMUM**" requirements.

Compl y

Nothing in these specifications is intended to prevent the use of systems, methods, or devices or equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety in place of those prescribed by these specifications.

Compl y

Minor details of construction and materials, where not otherwise specified, are left to the discretion of the manufacturer, who shall be solely responsible for the design and construction of all features.

Compl y

6. INFORMATION REQUIRED

All required documentation, printed material, manuals, books, charts, schematics, videotapes, etc., shall be **exact as-built** representations of the apparatus delivered. **No exceptions.**

Compl y

Each apparatus shall be furnished with the following upon delivery to include one (1) original hard copy (unless otherwise noted):

Compl y

A. Complete sets of operator's manuals for the entire apparatus and each major operating system or major component of the apparatus.

Compl y

B. Complete sets of parts books for the entire apparatus and each major operating system or major component of the apparatus.

Compl y

C. Assembly line setting tickets **with OEM part numbers.**

Compl y

D. Complete maintenance and overhaul manuals for the entire apparatus and each major operating system or major component of the apparatus.

Compl y

E. Complete electrical schematics.

Compl y

F.	Complete air system schematics.	Comply
G.	Complete piping diagrams reflecting piping layout, valves and pipe sizes.	Comply
H.	Complete hydraulic system diagrams reflecting pump/s, tank/s, all lines, valves, filters, safety interlocks, backup system and all related components.	Comply
I.	Large lubrication charts, not less than 18" x 24", shall be phantom views of the complete apparatus showing points of lubrication, the proper lubricant types and the amount to be used at each location requiring lubrication.	Comply
J.	<i>Items "A-H" shall be furnished in the format of six (6) thumb drives for the entire order.</i>	Comply
K.	The bidder shall furnish copies of the pump manufacturer's Certification of Hydrostatic Test capable of withstanding 500 pounds of hydrostatic pressure in the main pump body, suction, and discharge manifolds, adapters, and caps to be delivered with apparatus. This test shall be conducted for a period of not less than ten (10) minutes.	Comply
L.	Underwriters' Laboratories Incorporated, ladder inspection test certificates and a copy of all test certifications required herein.	Comply
M.	Delayed Warranty Start Date Form from the day put in service.	Comply
	Failure to provide the aforementioned information with each apparatus delivered shall be cause for non-acceptance of the apparatus. No exceptions.	Comply

7. TERMS OF PURCHASE

A.	The company submitting a bid agrees to enter into a contract covering such equipment and, in addition thereto, shall file a good and sufficient performance bond in the sum as directed by the bid instructions for the faithful performance of the apparatus in accordance with these regulations and equipment specifications. Any bond provider may not be directly or indirectly affiliated with the bidder. The cost of the bond shall be submitted as a separate line item cost and may be utilized at the discretion of the District but shall not be utilized during the	Comply
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award process.

- *Vendors - Vendors are required to provide the cost of 100% Performance Bond (on the pricing page in the solicitation) as a separate line item from the overall cost of the Quint.*
- *Evaluation of the bids will be based on the cost of the overall Quint, excluding the Performance Bond; however, if the District deems it necessary to make the Performance Bond a requirement, then the evaluation will be based on the total cost of the Quint, including the cost of the Performance Bond.*

CComply

B. Acceptance of the apparatus by the District does not eliminate the bidder's contractual requirements to provide an apparatus that is in full compliance with all specification requirements. Additionally, warranty clauses shall not limit the District's rights after inspection in relation to latent defects, fraud, or gross mistakes that amount to fraud.

Comply

C. It is mandatory that the bidder, at his expense, shall provide for six (6) conferences at the manufacturing facility by a **six-person** team from the District;

Comply

- One (1) pre-construction conference
- Four (4) on-site inspections during apparatus construction and testing process
- One (1) final on-site inspection of the completed apparatus during which a complete demonstration of the fire fighting and aerial system shall be conducted by the manufacturer and/or bidder.

Each shall allow for two full conference days. Lodging and arrangements shall be reasonable and customary to the District. Airline connector flights shall be kept to a minimum.

Comply

D. Should a bid be accepted and contract entered into, final acceptance of apparatus is subject to passing all required third party tests, meeting the "Performance Test and Requirements" reflected herein, and final approval of the District.

Comply

E. It is a further condition that the successful bidder assume all liability in connection with any accidents, injuries, or damages connected with said tests and conference and thus hold the County of Los Angeles, Consolidated Fire Protection District of Los Angeles County, its employees, agents, and representatives harmless.

Comply

F. Notification of tests and delivery of apparatus shall be made

Comply

to the District's Division Chief at (323) 881-3020. Notification shall be made 14 working days prior to either event, between the hours of 8:00 a.m. and 3:00 p.m. daily, excepting weekends and holidays. **No exceptions.**

G. The District reserves the right to reject any or all apparatus which are late in delivery. Compl y

H. A sales slip and Dealer's Report of Sale or Certificate of Origin shall be attached to the windshield of the vehicle. Compl y

I. Registration documentation shall indicate the legal and registered owner as: Compl y

**CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY**

1104 N. Eastern Ave. Door 33
Los Angeles, CA 90063.

J. A valid California Weight Certificate showing front axle, drive axle, trailer tiller axle, and total vehicle weights for the completed apparatus at the time of delivery. Compl y

K. All contacts concerning any proposed deviation from these specifications after award must be made with the County Purchasing Agent. Compl y

L. The apparatus and equipment shall not be stored on any property of the District prior to final acceptance. No repairs, additions, or alterations shall be performed on the apparatus while on District property prior to final acceptance of the apparatus. Compl y

M. Credits shall be applied to the final invoice should there be unforeseen reductions during any phase of the contract period, which may include but not limited to cost effective components, deletion of an item and/or inspection trips. Compl y

8. QUALITY AND WORKMANSHIP

A. The design of the apparatus must embody the latest approved automotive and emergency apparatus engineering practices. Compl y

B. The construction must be rugged and have ample safety factors provided to carry loads as specified, must be capable of operating both on and off-road and meet the requirements as set forth under "Performance Tests and Requirements." Compl y

C. Workmanship must be of the highest quality in its respective field. Comply

D. The apparatus must be designed and completely manufactured in the United States. Shipment of pre-assembled components and body parts, etc., from a non-United States source to an assembly point in the United States is **not** acceptable. Comply

E. The apparatus or its parts cannot be subcontracted without written permission of the District. Comply

9. **GUARANTEE**

A. **General**

1. All guarantees outlined under items "A" and "B" shall begin from the date the apparatus is placed in active service by the District. Comply

2. Transportation of apparatus from the District Fire Shop to the manufacturer's or bidder's service facility and back, for warranty repairs, is the responsibility of the manufacturer and/or bidder. Warranty repairs must be completed in a reasonable time, which is acceptable to the District. Comply

3. Apparatus shall be picked up and delivered within one (1) working day of notification or completion of warranty work. Comply

4. Warranty performance to include:
a. The contractor shall be required to provide service within three (3) working days after notification by telephone. Comply

b. If the contractor does not acknowledge after three (3) working days, it shall be assumed as approval for the District to repair the vehicle or obtain warranty repairs from component manufacturers or an outside manufacturer repair facility. The District shall be paid an area average hourly rate for labor inclusive of transportation and parts replaced one for one. Comply

c. The vehicle manufacturer shall furnish the necessary documentation to enable the District to determine warranty with OEM, if the vehicle manufacturer fails to follow the dictates of Paragraph b. Comply

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| d. Defective parts shall be labeled and retained by the District until parts are replaced. Contractor shall take full responsibility for returning any defective parts to his supplier. | Compl y |
| e. Outside manufacturer repair facility parts and labor to be directly billed to the manufacturer. | Compl y |
| 5. All material and components used in the construction of the vehicle shall be new. Used or reconditioned material or components shall not be acceptable. | Compl y |
| 6. All identifying numbers on any component shall be the original manufacturer's number. | Compl y |

B. Warranty

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|---|---------|
| 1. A minimum, three (3) year/45,000 mile unconditional warranty, barring accident damage, abuse, or routine maintenance items, i.e., tires, brakes, windshield wipers, etc. Guaranteed against failure due to faulty design, materials, workmanship and mounting. | Compl y |
| a. The complete and entire apparatus including all parts and miscellaneous components, unless otherwise specified herein. | Compl y |
| 2. A minimum five (5) year/75,000 mile unconditional warranty, barring accident damage, abuse, or routine maintenance items, i.e., tires, brakes, windshield wipers, etc. Guaranteed against failure due to faulty design, materials, workmanship and mounting. | Compl y |
| a. Rear drive axle. | Compl y |
| b. Fire pump and gear case. | Compl y |
| c. Air-ride suspension. | Compl y |
| d. Driver and officer seat mechanisms. | Compl y |
| e. Main drive transmission to include reasonable towing. | Compl y |
| 3. A minimum ten (10) year/150,000 mile unconditional warranty, barring accident damage, abuse, or routine maintenance items, i.e., tires, brakes, windshield wipers, etc. Guaranteed against failure due to faulty design, materials, workmanship and mounting. | Compl y |

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| a. The diesel engine supplied in the apparatus shall be provided with an extended warranty by the engine manufacturer, 10-years/150,000 miles, 100 percent parts and labor. | Comply |
| b. Aerial ladder and outrigger structural framework and aerial rotation bearing. | Comply |
| c. Fifth wheel bearing, pins and bushings. | Comply |
| d. Cab and all related mounts, supports and bracing. | Comply |
| e. Pump enclosure, compartment body and all related mounts, supports and bracing. | Comply |
| f. All tanks, including fuel tank. | Comply |
| i.e. A minimum twenty (20) year unconditional warranty barring accident damage, abuse, or routine maintenance items tires, brakes, windshield wipers, etc. Guaranteed against failure due to faulty design, materials, workmanship and mounting. | Comply |
| a. The tractor and trailer frames including cross-members shall be guaranteed against failure due to workmanship, buckling, sagging, twisting, and/or cracking to the extent body damage would result. | Comply |
| 4. Hours of operation shall not be used to calculate warranty, No exceptions. | Comply |

10. DELIVERY AND SERVICE FACILITY

- | | |
|---|--------|
| A. All vehicles shall have the dealer preparation service work normally performed by the dealer completed prior to delivery. | Comply |
| B. All vehicles shall be delivered clean, with fuel and DEF tanks full and ready for immediate operation. | Comply |
| C. District personnel shall inspect all vehicles for compliance with specifications. If defects are found requiring correction, it shall be the dealer's responsibility to return it to the agency for correction. All transportation to and from the District's Fire Shop shall be the responsibility of the vendor until the vehicles are accepted. | Comply |
| D. All vehicles shall be delivered to the District's Fire Shop, | Comply |

1104 North Eastern Avenue, Door 33, Los Angeles. Division Chief of the District **shall be notified at (323) 881-3020, 14 working days prior to delivery**, between the hours of 8:00

a.m. and 3:00 p.m. daily, excepting weekends and holidays. **No exceptions.**

E. The successful bidder shall have a delivery and service facility within fifty (50) driving miles of the District Fire Shop. The facility shall have been engaged in the delivery, repair and maintenance of fire apparatus in which the vendor shall agree to provide as per this bid specification. The facility shall have been in operation a minimum of one (1) year from the date on the specification. The facility shall have adequate covered, lighted, and floored area for inspection and repair of the apparatus. This entire requirement shall be demonstrated and approved to the satisfaction of the District. **No exceptions.**

Compl y

11. REPLACEMENT PARTS

A. The bidder shall state and list those parts of the proposed apparatus that are exclusively manufactured and sold by him, which are not available through regular manufacturing jobbers or retail outlets within Los Angeles County. A positive guarantee shall accompany bids stating that the manufacturer shall make available a complete stock of these captive parts.

Compl y

B. Bidder shall state where manufacturer's parts are carried in stock, and length of time necessary to furnish these parts to the District's fire equipment repair shop.

Compl y

C. A positive guarantee shall accompany bids stating that the manufacturer shall make available a complete stock of all parts or components on the Pacific Coast for the purpose of making delivery of such parts for a period of twenty (20) years.

Compl y

D. The manufacturer shall not provide any components or parts on the proposed apparatus that reflect the manufacturer's name or logo that are not exclusively manufactured by him, thereby preventing the District from purchasing an "exact" replacement component or part through regular manufacturing jobbers or retail outlets within Los Angeles County.

Compl y

12. GENERAL

A.	The design of the apparatus shall embody the latest approved SAE automotive and JIC hydraulic engineering practices and standards. The construction and workmanship throughout shall be of the highest professional quality.	Compl y
B.	All components and component systems shall be installed in accordance with its manufacturer's installation instructions.	Compl y
C.	Guards, shields or other protection shall be provided when necessary in order to prevent injury of personnel by hot, moving, or rotating parts during non-maintenance operations.	Compl y
D.	Internal or external illumination and labeling shall be provided for all controls, switches, instruction plates, gauges and instruments necessary for operating the apparatus and the equipment provided including the emergency manual or interlock override. Safety or critical operational instructions shall be reflective or lighted. Instructions for, and the Illumination of, the aforementioned shall be to the satisfaction of the District.	Compl y
E.	All signs, plates and labels shall be permanent in nature, securely attached, damage resistant to normal operating temperatures and exposure to oil, fuels, water, hydraulic fluids or other fluids used on the apparatus.	Compl y
F.	Welding shall not be employed in the assembly of the apparatus in any manner that shall prevent the ready removal of any mechanical part or component for service or repair including the attachment of fenders, running boards or compartment hinges.	Compl y
G.	All welding shall be neat and have uniform beads. All welding spatter shall be removed. Any torch cut metal shall be ground smooth.	Compl y
H.	The body shall be provided with sufficient frame support and when fully loaded shall not rest on the plumbing.	Compl y
I.	All sharp edges, burrs, etc., shall be ground or filed to a smooth radius. All exposed sharp corners of structural members shall be ground to a minimum radius of 1/2" or one-half the material width, whichever is less.	Compl y
J.	The entire underside of the cab shall be insulated to prevent heat and sound penetration into the cab interior sheet metal surfaces.	Compl y

K. Underside of fenders, running boards and inside compartments shall have no protruding sheet metal screws or other sharp objects to hamper vehicle cleaning. Workmanship shall ensure an operating environment free of accessible sharp projections and edges.	Comply
L. All hydraulic lines, air lines, high-pressure flexible piping, control cords and electrical harnesses shall be furnished with high-temperature protective looms and appropriately routed to avoid high temperature areas and components to the satisfaction of the District.	Comply
M. All hydraulic hose lines, air lines, high-pressure flexible piping, control cords and electrical harnesses shall be mechanically attached to the frame or body structure of the apparatus to the satisfaction of the District. All hydraulic lines, air lines, high-pressure flexible piping, control cords and electrical harnesses shall be furnished with protective looms, grommets and other devices at each point where they pass through body panels or other structural members or where they lie against any metal edge. A through-the-frame connector shall be permitted in place of protective looms or grommets.	Comply
N. Provide trailer with rigid tubing with connectors to flexible hose at each end for air and hydraulic lines and raceways for electrical harnesses. The raceways shall be provided with a pre-installed leader for feeding additional lines and harnesses through the raceway. Tie wraps shall not be used within inaccessible areas of the raceway.	Comply
O. Polished aluminum tread plate or stainless steel scuff plates shall be used in all areas that have high exposure to paint finish or upholstery damage under normal use. These areas include, but are not limited to, seat belt receivers, front inner door post areas, surfaces adjacent to walking or stepping surfaces and equipment mounting locations and areas subject to hose coupling and equipment damage	Comply
Polished aluminum tread plate shall cover the exterior rear wall of the cab and rear compartment body tailboard bulkhead	Comply
Brushed stainless steel matching the pump panel shall cover the exterior front wall of the compartment body including corner radius, rear compartment body corner radius rear tailboard sides.	Comply
The rear wall of the left side locker compartment shall have two (2) cutouts provided for the radio speakers provided in the optional equipment list.	Comply

All areas proposed to have either stainless steel or polished aluminum tread plate shall be approved by the District. Polished aluminum diamond plate shall be used on vertical or non-walking surfaces. Bidders shall identify which locations in their bid.

Compl y

P. Bolted construction consisting of machine screw with nuts and lock washers shall be employed whenever practicable. Metal, self-tapping or machine screw fasteners and tapped holes are acceptable **only** where they protrude into blind areas not accessible by hand or where necessary to permit items to be removed by one person where the opposite side of the fastener cannot be reached. Use of metal, self-tapping or machine screw fasteners and tapped holes shall require a doubler, with a minimum combined .250" thickness, and shall be avoided to the maximum extent practicable, i.e., cab, body and compartment panels, trim plates, body access service openings, etc. All blind hole metal, self-tapping or machine screw fasteners shall have built-in nylon self-locking technology, **No exceptions**. Welded studs shall not be employed in the assembly of the cab or compartment bodies in any manner, including the attachment of body panels, fenders, running boards, compartment hinges, etc. All fasteners shall meet or exceed SAE J429 Standards to the satisfaction of the District. **No exceptions**.

Compl y

Q. All braided flex lines shall be Aeroquip FC-300 or equal with standard reusable, mandrelless nipple hex-type, JIC 37° flare fittings unless otherwise specified herein.

Compl y

R. All plastic/nylon tubing shall be Parker PFT or equal and color coded for its application. Shall use nut and ferrule connecting hardware. **No exceptions**.

Compl y

S. All tubing, hose fittings, flex line fittings, connectors and adapters shall be copper, brass, or stainless steel unless otherwise specified herein.

Compl y

T. Copper tubing used on the apparatus shall be encased in nonmetallic fire resistant loom and adequately secured to prevent movement. All tubing nuts used on copper tubing shall be the long shoulder-type nut.

Compl y

U. All bell cranks and levers, such as used on throttle, pump valve controls, etc., shall have semicircular ends and, where they oscillate or turn on a shaft, shall be bushed at fulcrum hole.

Compl y

V. Any levers or linkages which have high loads imposed on them shall have roller bearing or ball joint ends with lubrication fittings.	Comply
W. All adjustment nuts, clevises, linkage connections, etc., shall be cadmium plated unless base metal is rust resistant.	Comply
X. Use of the apparatus manufacturer's name or logo on any component or part of the proposed apparatus must be approved by the District.	Comply
Y. All apparatus purchased and delivered to the District as a result of this solicitation shall be identical in every aspect.	Comply

13. PERFORMANCE REQUIREMENTS AND TESTS

A. Apparatus Performance

1. All performance requirements and testing shall be based on the apparatus fully loaded to the manufacturer's certified weight rating and operating in ambient temperatures from 25°F to 115°F, with 50 percent humidity, at elevations from sea level to 7,000 ft. above sea level.	Comply
2. The completed apparatus shall meet the air system, brake system, air conditioning system and engine and transmission cooling system performance requirements reflected herein.	Comply
3. An acceptance road test shall be conducted with the apparatus loaded to the manufacturer's certified weight rating. A continuous run of fifty (50) miles or more shall be made under any or all of the aforementioned operating conditions, during which time the apparatus shall show no loss of power or overheating. The transmission, drive shaft or shafts and rear drive axle shall run quietly and be free from abnormal vibration or noise throughout the operating range of apparatus.	Comply
4. The loaded apparatus shall be capable of accelerating, on a level concrete road, from a standing start to a speed of not less than 35 mph within 17 seconds.	Comply
5. The loaded apparatus shall be capable starting up and ascending a 32% grade.	Comply
6. The loaded apparatus shall be capable of attaining a speed of not less than 4 mph from a standing start on a 32%	Comply

grade.

7. The loaded apparatus shall be capable of ascending a continuous 6 percent grade, from sea level to an elevation of 7,000 ft, at a speed of not less than 25 mph.

Compl y

8. The loaded apparatus shall be electronically governed to not exceed 60 mph. **No exceptions.**

Compl y

9. The service brakes, without auxiliary brakes, shall be capable of stopping the fully loaded vehicle in 30 feet at 20 mph on level concrete highway.

Compl y

10. The service brakes shall be capable of stopping the fully loaded apparatus on a 32% grade and the parking brakes shall be capable of holding the fully loaded apparatus on a 32% grade.

Compl y

11. The completed apparatus, as delivered, shall have equal turning diameters both left and right and shall have a maximum curb to curb diameter of 55' and a maximum wall to wall diameter of 58'.

Compl y

12. The manufacturer at his expense shall have the apparatus tested and approved by Underwriters' Laboratories Incorporated, in accordance with their standard practices for rating 1500 gpm fire apparatus.

Compl y

13. The manufacturer, at his expense, shall have the ladder tested and approved by Underwriters' Laboratories, Incorporated, in accordance with the latest version of NFPA Standard 1901.

Compl y

14. It shall be required that the apparatus shall be operated throughout all tests by the delivery engineer of the successful bidder, and during such tests shall have a representative to work with a representative of the District in summarizing results of the tests. The District shall be notified a minimum of twenty- one (21) working days in advance of these tests and may elect to have a representative present.

Compl y

15. A complete demonstration of how the apparatus, aerial ladder and fire fighting system operate shall be conducted by the bidder or the manufacturer during the on-site inspection of the completed apparatus.

Compl y

B. Aerial Ladder Performance-General

1. A minimum of two (2) operations at one time is

Compl y

an acceptable standard with normal hydraulic operating pressure.

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| 2. | Aerial ladder shall be capable of operating continuously for a minimum of two and one-half (2-1/2) hours without hydraulic oil overheating. | Compl y |
|----|---|---------|

C. Aerial Ladder Performance-Specific

1. Elevation

- | | | |
|----|---|---------|
| a. | The bare ladder shall be capable of being hoisted from bedded position to 75 degrees inclination in 25 seconds maximum. | Compl y |
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|----|---|---------|
| b. | The bare ladder shall be capable of being bedded from the fully hoisted position in 40 seconds maximum. | Compl y |
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| c. | The ladder, at 0 degrees inclination, fully extended, shall be capable of being hoisted with a 500 lb. weight placed at the tip of the fly section. | Compl y |
|----|---|---------|

2. Rotation

- | | | |
|----|--|---------|
| a. | The bare ladder shall be capable of 360 degrees rotation in 60 seconds, in either direction, at a 30 degrees angle of elevation or higher. | Compl y |
|----|--|---------|

3. Extension

- | | | |
|----|---|---------|
| a. | The aerial ladder, at 0 degrees inclination and positioned at a 90 degrees angle to trailer, shall be capable of full extension or retraction under normal hydraulic system operating pressure in 45 seconds maximum. | Compl y |
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- | | | |
|----|--|---------|
| b. | The ladder, at a 75 degrees inclination, shall be capable of being fully extended and retracted with a 500 lb. load on the end of the fly section; stopping and starting a minimum of four (4) times without the use of ladder locks and without the ladder creeping downward or drifting at any time. | Compl y |
|----|--|---------|

- | | | |
|----|---|---------|
| c. | The bare ladder shall be capable of extending from full retraction to full extension in 30 seconds maximum at any angle of elevation. | Compl y |
|----|---|---------|

4. Combination Evolution

a. The bare ladder shall be capable of attaining a fully hoisted and extended position at 90 degrees to the trailer from the bedded position in 80 seconds maximum, at normal operating pressures.

Compl y

14. **FAILURE TO MEET TESTS AND REQUIREMENTS**

In the event the apparatus fails to meet the test requirements on first trials, second trials may be made at the option of the contractor within thirty (30) calendar days of the first trials. Such trials shall be final and conclusive, and failure to comply with these requirements shall be cause for rejection.

Compl y

Failure to make such changes as the Fire Chief of the District may consider necessary to conform to any clause of these specifications within thirty (30) calendar days after notice is given to the contractor to make such changes shall also be cause for rejection of the apparatus.

Compl y

15. **CHASSIS/FRAME – TRACTOR AND TRAILER**

A. The tractor and trailer wheelbases and their overall connected length shall be as short as practicable. Front cab overhang shall not exceed 84", not including siren. Tractor wheelbase shall not exceed 166". Trailer wheelbase shall not exceed 318". Trailer rear overhang shall not exceed 104" to the back of the tiller cab.

See Exception

Overall length shall not exceed 668" and overall height shall not exceed 138". **No Exceptions due to Fire Station requirements.**

Compl y

B. Minimum ground clearance, excluding axle and drivetrain components, shall be 20" for the trailer undercarriage and 12.5" for the tractor. The angle of approach shall be not less than 14 degrees and the angle of departure shall be not less than 13 degrees. The break over angle shall not be less than 8.5 degrees.

Compl y

C. The certified G.V.W.R. shall be a minimum of 75,500 lbs.

Compl y

D. Tractor and trailer frames shall be of suitable size and design for the apparatus and shall be approved by the District. The frames shall have sufficient section modulus, yield strength and cross members to preclude breakage from all on and off road conditions.

Compl y

1. Tractor frame to be continuous rails from directly behind the radiator to the rear of the fifth-wheel and rear suspension. The frame shall be of channel construction and each rail, without liner, shall have a minimum yield strength of 110,000 psi and an actual R.B.M. rating of not less than 1,975,000 inch-pounds. The Square Corner Method shall not be used for calculating R.B.M. The frame shall have a minimum of seven (7) cross members and each rail shall have a 3/8" reinforcement liner no less than the distance from the fifth wheel center line to the high stress area forward of the steering gear mount.	Compl y
2. The front "goose neck" section of the trailer frame shall incorporate a welded torque box to support the ladder turntable and the rear section of the trailer frame shall support the body and tiller. The front "goose neck" section shall be constructed with an actual minimum R.B.M. rating of 17,500,000 inch-pounds and the rear section shall be constructed with an actual minimum R.B.M. rating of 14,450,000 inch-pounds. The Square Corner Method shall not be used for calculating R.B.M.	Compl y
E. No holes shall be drilled in the frame flanges for securing mufflers, wiring, etc. (drill web of frame only). If holes are drilled in the frame flanges in contradiction to these specifications, the frame shall be reinforced to the satisfaction of the District. Any frame flange cutout to provide clearance for components (i.e., radiator, engine driven accessories, exhaust, power takeoffs, etc.) shall have a radius and be reinforced to the satisfaction of the District.	Compl y
F. If any alterations are necessary to the proposed chassis to adapt it to the fire service, bidder shall submit the following information with the bid:	Compl y
1. Complete and accurate drawings of chassis before alterations.	Compl y
2. Complete and accurate drawings of chassis after alterations.	Compl y
3. A letter from the manufacturer of the chassis stating that the manufacturer approved of the alterations.	Compl y
NOTE: All frame modifications shall be approved by the District.	Compl y

G. A heavy-duty contoured 10" stainless steel channel bumper shall be furnished. Reinforcements shall be provided as necessary to ensure the outer ends of the bumper do not unreasonably flex or vibrate. The bumper shall have mounting provisions for an air horn, siren and public address system speaker and their mounting locations shall be approved by the District. A 9" aluminum tread plate gravel shield, with a minimum design load of 500 lbs. at any point on the shield, shall be installed on top of the bumper to within 1" of the cab front. District shall approve bumper design and mounting.

Compl y

H. Two (2) rescue rope anchor point eyelets shall be provided on both the front and rear of the apparatus. Each anchor point eyelet shall attach to the frame side rails with a minimum of four (4) 5/8" SAE grade-8 bolts. The anchor point eyelets shall be a minimum of 4.50" wide x 1" thick with a 3" minimum diameter opening. The eyelet and attachment hardware shall have a minimum sheer strength of 50,000 lbs. per eyelet. The 3" opening shall have a radius to prevent rope damage. Drop forged steel shouldered eyebolts with equivalent tensile and sheer strengths may be considered at the pre- construction conference. The front rescue rope anchor point eyelets shall be mounted above the bumper and shall not interfere with the approach angle. The anchor point eyelets shall be placarded "**NOT FOR TOWING**". Type, location and placard to be approved by the District.

Compl y

I. The tractor shall be fitted with a fifth-wheel to carry the trailer. The fifth-wheel shall be fitted with a heavy-duty mono-race rotation bearing and longitudinal pivot pins and bushings with multiple lubrication points to facilitate lubrication without having to rotate the vehicle. The bearing, pins and bushings shall be appropriately sized to handle the radial and axial loads imposed on the unit during road travel and aerial operation. The bearing, pins and bushings shall be easily serviceable. A warning system shall be supplied to warn the driver and tiller operator of a jack knife condition.

Compl y

16. LUBRICATION

A. "Alemite" hydraulic-type lubrication fittings shall be provided throughout for lubrication system. All fittings shall be readily accessible by use of either angle fittings and/or extensions. **Automatic system not acceptable.**

Compl y

B. Labels shall be provided for each remote lubrication fitting.

Compl y

C. "Pressure relief" type fittings shall be provided for brake components as required by the manufacturer. The fittings on the brake calipers, camshafts and slack adjusters shall be lubed to system manufacturer specifications prior to delivery.

Compl y

17. **STEERING**

A. Provide power steering systems for the tractor and trailer. The power steering systems shall be of suitable size and design to turn the steering wheels "easily" from stop to stop with the apparatus not moving and the engine at idle speed. Steering shall not be affected by suspension travel, *ie. bump-steer*. Mechanical steering stops shall be set for maximum cramp angle without the tire contacting any other component.

Compl y

B. The tractor and trailer steering wheels shall not require more than 5-1/2 rotations to turn the steering wheels from stop to stop.

Compl y

C. The tractor shall be equipped with an integral hydraulic power steering gear box with a matched assist gear box.

Compl y

D. The trailer shall be equipped with an integral hydraulic power steering gear box.

Compl y

E. Provide gear driven, engine mounted hydraulic pumps for both power steering systems. Pumps may be piggy-backed but may not be reliant upon transmission PTO operation. Each pump shall have a 10% margin over the minimum system required flow rate and straight threaded o-ring port connections.

Compl y

F. Provide the power steering systems with an all metal oil reservoir equipped with a filtering system, cooler and magnetic drain plug. The filter shall be readily accessible for replacement without disassembly of other components. The power steering system shall be filled with 15W-40 LE engine oil.

Compl y

G. The power steering hydraulic systems shall be provided with braided flex lines with CAD plated steel fittings. Clamped hose is unacceptable. The inlet and discharge lines shall be sized in accordance with the system manufacturer's recommendations.

Compl y

H. The power steering oil temperature, with both the tractor and trailer steering operation, shall not exceed 225°F with an ambient temperature of 115°F under any operating conditions.

Compl y

I. No part of the steering shall hang below the steering axle. **No exceptions.** Comply

18. AXLES, SPRINGS, SUSPENSION

A. Axles

1. Front steer axle shall be a Meritor or equal "wide track" with a manufacturer's certified weight rating of not less than 21,500 lbs. Provide axle manufacturer air-activated dual piston, sliding caliper disc brakes for 22.5" wheels with 17" minimum rotor diameter (225) series. Comply

Pads shall be replaceable without removal of the caliper. Rotors shall bolt on from the hub face. **No exceptions.** Comply

The oil lubricated hubs shall be provided with hub covers with viewing windows. Lubricant to be SAE 80W-90. Hubs to be configured for hub-piloted front wheels. Comply

2. Drive axle shall be a Dana Spicer S-30-190 Series or Department Approved Equal with a 5.57 axle ratio and a manufacturer's certified weight rating of not less than 30,000 lbs. The axle shall be approved for use with the combined negative horsepower performance of the engine compression brake and electric driveline retarder. The axle shall have an adjustable ring gear thrust screw in the carrier housing or be adequately structured. Axle wheel ends shall be provided with the heaviest duty available Gunitite or equal hubs and have provisions for hub-piloted wheels. Suspension axle saddles shall be doweled and 100% welded to the axle housing. The drive axle shall be provided with the largest available axle manufacturer air-activated S-cam drum brakes for 22.5" wheels with. Comply

Differential shall be equipped with a magnetic drain plug. Lubricant to be Synthetic Gear Lubricant SAE 80W/140. **No exceptions.** It is the responsibility of the bidder to provide the appropriate pinion input position for proper driveline angles and ground clearance when used with the electric driveline retarder. Comply

Note: The drive axle gear ratio is estimated. Multiple performance reports shall be provided at pre-construction to determine optimal performance throughout all operating ranges. Comply

3. Rear trailer steer axle shall be Meritor or equal having a manufacturer's certified weight rating of not less than 23,000 lbs. Provide axle manufacturer air-activated dual piston, sliding Comply

caliper disc brakes for 22.5" wheels with 17" minimum rotor diameter (225 series) and spring loaded parking brakes. Pads shall be replaceable without removal of the caliper. Rotors shall bolt on from the hub face. **No exceptions.**

The oil lubricated hubs shall be provided with National or equal oil seals and hub covers with viewing windows. Lubricant to be SAE 80W-90. Hubs to be configured for hub-piloted front wheels.

Compl y

Provide the tiller steering linkage with a locking mechanism for driving the apparatus with a single operator.

Compl y

4. Brakes shall be the latest heavy-duty ventilated rotor, cast drum and lining configuration available at the time of bid.

Compl y

B. Front Springs / Drive Axle / Trailer Suspension

1. The front axle springs shall be a semi-elliptical, tapered leaf design of a suitable size and design to maintain a level vehicle front to rear and side to side when loaded, and have the same capacity as the axle rating, 21,500 lbs. minimum. Minimum spring length shall be 52", spring eye to spring eye.

Compl y

2. Front spring eye pins and bushings shall be machined with a spiral groove to provide adequate lube to the entire bronze impregnated bushing surface.

Compl y

3. The front "U" bolts shall be 7/8" diameter chrome vanadium steel with hardened flat washers, high nuts and jam nuts. Lock washers are not acceptable. Threaded portion of "U" bolt shall not extend below axle. **No exceptions.**

Compl y

4. The drive axle air-ride suspension shall be a heavy-duty, severe fire service rated, 31,000 lb. capacity Hendrickson FireMaax EX or equal with heavy-duty air springs and heaviest duty available hardware and urethane bushings. Dual air leveling valves shall be provided for side to side leveling of air suspension. The suspension shall be self-leveling from front to back and side to side and shall have restricted inlet and outlet ports to control sudden air loss. The suspension shall be provided with quick-change type air bags and spring loaded snubbers. Proper driveline angles shall be maintained under all conditions. Bidder is responsible for the appropriate ride height and suspension travel.

Compl y

a. Bidder is responsible for providing extra travel length of all air lines, harness and accessories to prevent damage when the drive axles tires are lifted off the ground.

Compl y

5. The trailer air-ride suspension shall be a heavy-duty fire service rated, 23,000 lbs. capacity Ridewell Model 22 or equal. Dual air leveling valves shall be provided for side to side leveling of air suspension. The suspension shall be self-leveling from front to back and side to side and shall have restricted inlet and outlet ports to control sudden air loss. The suspension shall be provided with quick-change type air bags and spring loaded snubbers.

Compl y

6. The drive and trailer axle shock absorbers shall not act as stops for air-ride suspension compression or rebound. To be demonstrated at chassis inspection.

Compl y

7. Provide adequate accessibility to service and repair the front spring hanger assemblies and air-ride suspensions. Bolts shall be installed in such a manner that does not require removing any major chassis or body component or cutting bolts.

Compl y

8. Suspension systems to have a 100% off highway duty rating. **No exceptions.**

Compl y

C. **Shock Absorbers**

1. Provide the tractor and trailer steer axles with heavy-duty Koni 90 Series or equal, double-action, adjustable shock absorbers.

Compl y

19. **AIR AND BRAKE SYSTEMS**

A. **Compressor**

1. The engine manufacturer supplied compressor shall have a capacity of not less than 16.5 cubic feet, water cooled, engine lubricated, gear driven, and the air intake shall be from the "clean air" pressurized side of the engine air induction pipe.

Compl y

B. **General Air System**

1. The apparatus shall have a rapid buildup air system in accordance with Meritor Wabco and Bendix requirements or department approved equal. The air system shall provide sufficient air pressure in 60 seconds or less, at a maximum 1,000 engine RPM, so that the apparatus has no parking brake drag and is able to stop, activating all service brakes and capable of stopping under the operating conditions reflected herein.

Compl y

- | | |
|---|--------|
| 2. A 5/8" minimum I.D. stainless high pressure steel braided, high temperature air line shall be provided between the air compressor and air dryer. The line shall be 8' to 12' in length and appropriately sized. Inlet air temperature to the air dryer not to exceed 170° F. | Comply |
| 3. All air lines shall be Parker PFT or equal and color coded for their application and adequately protected and secured. Shall use nut and ferrule connecting hardware. No exceptions. | Comply |
| 4. A 5/8" minimum I.D. air line shall be provided between the air dryer and supply reservoir. | Comply |
| 5. All components of the air system shall be genuine Bendix or equal, unless otherwise specified herein. Determination of equal is at the discretion of the District. | Comply |
| 6. A one-way check valve shall be provided in the supply reservoir inlet from the compressor. | Comply |
| 7. The inlet to the secondary reservoir shall be provided with a pressure protection (quick buildup) valve set at 70 psi, installed in an accessible location for maintenance and a one-way check valve. | Comply |
| 8. The air system shall be governed between 130 psi maximum pressure and 105 psi air compressor cut in pressure. Governor supply and discharge air lines to have 1/4" I.D. maximum. | Comply |
| 9. The supply reservoir to have a readily accessible 150 psi pressure relief safety valve. | Comply |
| 10. The inlet to the primary reservoir shall be provided with a one-way check valve. | Comply |
| 11. Primary and secondary reservoirs to have 64 psi, plus or minus 2 psi, low pressure switches to activate the low air pressure lights and buzzer. | Comply |
| 12. A supply reservoir outlet supplying the accessory reservoir shall have a variable protection valve set at 90 psi. | Comply |

C. Air Dryer

- | | |
|---|--------|
| 1. Purge type air dryer shall be a self contained Meritor Wabco or equal model with spin-on replacement dessicant | Comply |
|---|--------|

cartridge and shall be rated over the vehicle air system capabilities. Air from the compressor shall go through the air dryer before going into any air tank. The dryer shall be installed in strict accordance with the manufacturer's instructions and the location approved by the District.

D. Reservoirs

- | | |
|---|--------|
| 1. All air reservoir inlets and outlets shall be sized to coincide with the attached air line size to reduce the number fittings and possibility of air leaks. In no case shall a bell type adapter be utilized to connect a larger air line to a smaller air reservoir fitting. | Comply |
| 2. All air reservoirs shall be equipped with manual 1/4-turn drain valves to bleed moisture. | Comply |
| 3. The supply "wet" air reservoir shall have a minimum volume of 1,200 cubic inches. | Comply |
| 4. The tractor's air brake reservoirs, excluding the accessory air reservoir, shall have a minimum volume twelve times that of all tractor service brake chambers, 5,376 cubic inches minimum/5,825 cubic inches maximum. | Comply |
| 5. The trailer air brake reservoir/s shall have a minimum volume eight times that of all trailer service brake chambers, 1,424 cubic inches minimum/1785 cubic inches maximum. | Comply |
| 6. The accessory air reservoir for the air horn and other air-operated accessories shall have a minimum volume of 1,200 cubic inches. The air horn shall be capable of sounding an emergency retreat alarm, at full volume, consisting of 20 seconds of activation, 20 seconds of deactivation followed by 20 seconds of activation. The accessory air reservoir outlet to the air horn shall have a variable pressure regulator valve set at no less than 70 psi. The emergency retreat alarm shall be demonstrated with the engine at idle. No exceptions. | Comply |
| 7. All reservoirs shall be painted colors to clearly identify as to function and labeled. No exceptions. | Comply |

E. Brakes

- | | |
|---|--------|
| 1. Steer axles shall be provided with air-actuated 225 series disc service brakes. Drive axle shall be S-cam drum and cast shoe. All components of the air brake system shall be genuine axle manufacturer. | Comply |
|---|--------|

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|---|---------|
| 2. The complete brake system shall be certified by the manufacturer for use on this vehicle and shall meet or exceed all Federal (FMVSS-121), California State and S.A.E. Standards, August 1, 2011 or later. | Compl y |
| 3. There shall be a 3 to 5 psi actuation differential between the primary (rear brake) and secondary (front brake) systems. | Compl y |
| 4. A steering post mounted, hand operated, self-returning, Bendix or equal trailer brake control valve shall operate the brakes on the drive and tiller axles. The valve shall be convenient to the driver and illuminate all brake lights when activated. | Compl y |
| 5. The rear relay valve to service brake chamber air lines shall be equal in length and volume. The front quick release valve to service brake chamber air lines shall be equal in length and volume. | Compl y |
| 6. The air brake chambers shall be as provided from the brake system manufacturer to meet stopping and holding requirements. Spring actuated chambers shall apply drive and tiller axle brakes for parking. | Compl y |
| 7. Air application pressure gauges shall be provided in the instrument panel for each axle. | Compl y |
| 8. Brake system to be provided with a 4 PSI, plus or minus 1 PSI, brake light switch. | Compl y |
| 9. A Meritor Wabco or equal Anti-Lock Braking System (ABS) with automatic traction control (ATC) shall be installed on all axles. The system shall be the most current available. Provide an auxiliary retarder ABS interface unit. The system outputs shall interface with the other electronic controls for the engine, engine compression brake, transmission and driveline retarder, etc., via the SAE J1939 Data Link. No exceptions. | Compl y |
| 10. The ABS sensors and clips shall be greased with a mineral oil-based lubricant containing molydisulfide. The lubricant shall have excellent anti-corrosion and adhesion characteristics, and be capable of continuous function in a temperature range of -40° to 300° F. | Compl y |
| 11. ABS modulators to have bayonet-style connectors. | Compl y |
| 12. An emergency spring braking system shall be provided and equipped with a Model PP1 parking brake release valve. The valve shall automatically set the parking brakes at 30 psi. The valve shall be mounted between the driver and officer | Compl y |

so that it is readily accessible to both. A device to prevent accidental deactivation may be required if the valve is not dash mounted. **No exceptions.**

13. All brake lights shall illuminate when the parking brakes are set and the battery switch is in the on position. Compl y

14. Spring brakes shall hold the vehicle on a 32 percent grade. In the event an inversion valve system is proposed to apply front axle brakes under parking brake application, the application pressure shall be limited to 60 psi maximum and shall release during outrigger deployment. Compl y

20. **WHEELS AND TIRES**

A. The front 22.5 x 13.00, hub-piloted wheels shall be Alcoa or equal aluminum polished (outside only). The wheels shall be 120 psi rated. Tires shall be Michelin steel belted radials 425/65R22.5, load range "L". Tread design shall be X Works. See Clarification

B. The rear 22.5 x 9.00, hub-piloted, dual wheels shall be Alcoa or equal aluminum polished (both sides). The wheels shall be 120 psi rated. Tires shall be Michelin steel belted radials 315/80R22.5, load range "L". Tread design shall be X Works. Compl y

C. The trailer tiller axle 22.5 x 13.00, hub-piloted wheels shall be Alcoa or equal aluminum polished (outside only). The wheels shall be 120 psi rated. Tires shall be Michelin steel belted radials 425/65R22.5, load range "L". Tread design shall be X Works. See Clarification

D. Two (2) spare tire and wheel assemblies shall be provided per vehicle, one (1) for each size wheel assembly. Wheels and tires shall correspond to the type and size as described above. Compl y

E. All tire and wheel assemblies shall be internally balanced. Compl y

F. Provide chrome front and tiller axle center hub covers with sight hole, drive axle center hub covers, and chrome lug nut covers on all wheels. Compl y

G. All wheels shall be provided with valve stem mounted inflation indicators. Compl y

21. **ENGINE**

A. The apparatus shall be equipped with a current model year Cummins ISX 15 or equal diesel engine governed at 2100 rpm and rated for fire service. The following requirements shall be met;

Comply

- 15.0 liter maximum displacement.
- 600 minimum horsepower
- 1850 lb/ft minimum torque at 1,200 rpm.

The engine shall meet the current "50 State" emission requirements.

B. Provide an engine manufacturer compression brake to be controlled by an instrument panel mounted on/off switch, instrument panel mounted three-position switch to control the amount of retardation and the engine throttle position circuit. When the throttle is off the brake is "on" and when the throttle is depressed the brake is "off". The engine compression brake shall interface with the ABS electronic control unit. Apparatus brake lights to activate when the compression brake is in use. **Exhaust brake not acceptable, no exceptions.**

Comply

C. Provide standard engine manufacturer full-flow and bypass oil filters mounted in a readily accessible location as close to the engine as possible. The oil pan shall be provided with a magnetic drain plug.

Comply

D. The engine and all belt driven accessories shall be provided with a serpentine Poly "V" drive system. The drive belt configurations, number of belts, belt width, and belt wrap, shall be in accordance with S.A.E. Standards, the belt manufacturer's recommendations and approved by the District. No mandatory belt driven function shall not be reliant upon the air conditioning compressor installation.

Comply

E. The engine shall be provided with a readily available Farr "Ecolite" or equal dry-type air cleaner, mounted in a readily accessible position. Provide a remote mounted air inlet system using a moisture separator and spark arrestor. The metal connecting pipe between the air filter and turbocharger inlet shall not be less than 5" in diameter. ***Any intake components that are located below frame level shall be shielded from rocks, water and other road hazards. District shall require spray testing on final inspection as part of acceptance.***

Comply

F. The air intake shall be chrome or polished stainless steel and shall consist of a self-draining water separator and

Comply

spark arrestor mounted on an aluminum or stainless steel collector box. The adjustable collector box to intake piping connection shall be configured to properly seal under all operating conditions. Use of accordion-type induction piping is **not acceptable**. The location of the spark arrestor to be determined at the pre-engineering conference and approved by the District.

G. A Kim-Glow or equal 1000 watt 120 volt direct coolant immersion heater with thermostat shall be provided for the cooling system. The heater and thermostat shall be directly connected in the engine block. Refer to the electrical section for immersion heater detail.

Compl y

H. The engine shall be equipped with a 12-volt, high torque, gear reduction type starter motor. The starter shall be mounted on the left side of the engine with the solenoid in a position where it can be removed without removing the starter and the electrical connections are accessible. The mounting area shall be clear of all fuel, air and electrical lines. Refer to electrical section for solenoid detail. **No exceptions.**

Compl y

I. The engine shall be provided with a Delco 40SI or equal, pad mount, brushless alternator that shall be driven by a serpentine Poly "V" drive system. The alternator shall produce a minimum of 190 amps at idle and 320 amps at full output.

Compl y

J. Engine support to the frame shall include rubber mounts of a proven design to transmit a minimum vibration to the apparatus. The District shall approve mounting.

Compl y

22. COOLING SYSTEM

A. The cooling system design shall have sufficient capacity to cool the engine, and dissipate transmission cooler induced heat, under all conditions at 125% of rated engine output. Ambient temperature is to be noted during all charge air and top tank cooling system testing and the actual measured air and water temperatures extrapolated to compensate for a 115°F ambient temperature. **No exceptions.**

Compl y

B. The radiator shall be a full pressure operated at the engine manufacturer recommended operating pressure. The core design shall be approved by the District at the pre-construction conference.

Compl y

C. The radiator core shall be subjected to airborne particles and debris when operating off-road. The radiator core shall

Compl y

have the tube and fin design most suited for the apparatus and operating conditions specified herein. The tube wall thickness shall be appropriately sized for operating off-road. The radiator shall have an integral de-aeration system with bolt on stamped steel upper and lower radiator tanks, as large as practicable. A bottom dropout-type radiator design is preferred for ease of radiator removal, however removal of any major cab or chassis component to replace the radiator is unacceptable.

D. The radiator shall be mounted as far forward in the chassis as practicable, reasonably protected from road debris, and shall not fall within the approach angle. **No exceptions.** Compl y

E. No equipment, accessories, hose lines or electrical wiring shall be installed in such a manner as to restrict airflow to the radiator or removal of the radiator. **No exceptions.** Compl y

F. All hoses attached to radiator shall be routed in such a manner as to provide adequate flex to prevent radiator damage and allow for ease of clamp access. Compl y

G. All cooling system and heater hoses shall be silicone rubber, Purosil-70 or approved equal. All hose clamps shall be an approved type for silicone hose (extended band-type). Provide adequate clearance and clamp positioning for removal of radiator hoses. Hoses larger than 1" shall be double clamped. **No exceptions.** Compl y

All heater hoses within the cab shall be Goodyear Blue Hi-miler or equal. Silicon hoses are not acceptable in the cab – **No exceptions.** Compl y

H. Adequately sized and readily accessible drain cocks shall be supplied in the radiator and in the engine block at the lowest points in the cooling system. Compl y

I. A non-pressurized all metal construction three (3) gallon minimum coolant recovery tank shall be provided, visible and accessible from the engine enclosure access door. The coolant level shall be easily viewed from this position via a cold level threaded sight glass bulb without removal of the reservoir cap. The overflow hose shall discharge below the frame. All tubing and hoses shall be capable of withstanding engine compartment temperatures. If a pressurized surge tank is proposed, a sight glass shall not be installed. Compl y

J. The charge air cooler shall be subjected to airborne particles and debris when operating off-road. The cooler design shall not decrease airflow to the radiator to the maximum extent practicable. Compl y

K. Thermostatically controlled radiator shutters shall not be acceptable in the cooling system.	Compl y
L. A Horton DriveMaster or equal thermostatic, 2-speed, air actuated fan clutch shall be provided. The clutch shall default to lock- up in the event of a failure. The clutch shall also engage whenever the midship fire pump or road pump is fully engaged.	Compl y
M. The radiator shall be fitted with a full venturi-type shroud installed with the opening for the fan centered on the fan blades.	Compl y
N. Provide the cooling system with an engine manufacturer approved spin-on coolant filter with shut-off valves as available from the engine manufacturer. Mounting location to be approved by the District.	Compl y
O. Pre-charge the cooling system with a 50-50 mix of distilled water and high-quality low silicate ethylene-glycol antifreeze made for heavy-duty diesels, with the appropriate amount of SCA corrosion inhibitors.	Compl y
P. An auxiliary cooler, adequately braced, shall be provided for use when pumping and shall be so constructed that water from the fire pump does not come into contact with water in the engine cooling system. This cooler shall be fabricated of copper, brass or stainless steel, shall be welded construction, and shall be controlled from the pump operator's panel.	Compl y
Q. A readily accessible drain valve shall be provided in the piping at the lowest possible point on the cooling system.	Compl y
R. Fan blast and heat to be routed out of the radiator and engine enclosure to the maximum extent practicable and to the satisfaction of the District. No exceptions.	Compl y
S. FC300 or district approved equal hose shall be used on all cooling, air and fuel lines that are located in the engine compartment due to the excessive heat generated.	Compl y

23. **FUEL SYSTEM**

A. Provide a maximum capacity fuel tank within the space available. Usable capacity shall not be less than seventy (70) gallons. The fuel tank shall be a minimum of 12-gauge hot rolled steel, pickled in oil (HRPO). The tank shall be of welded construction and shall be provided with suitable 12-gauge	Compl y
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HRPO baffles, also welded in place.

B. The outlet from the tank shall extend to within 1/4" above the bottom of the tank and shall be equipped with a readily accessible and clearly visible shut-off valve adjacent to the tank. The valve shall be labeled "Fuel Tank Shut-Off". No reserve feature shall be included in the tank.

Comply

C. Both fuel level sending units shall be readily accessible for easy removal without removing the fuel tank or cutting holes in the body. An easily removable access panel is acceptable.

Comply

D. The tank shall be provided with two (2) tank fillers not less than 2" in diameter, one (1) mounted on each right and left side. The fillers shall extend sufficiently high to prevent fuel from being spilled when vehicle is operating or parked on a 32 percent grade, or 9 percent side slope, and shall permit a rapid filling of the tank without airlocks. The tank shall be provided with adequate venting. Replacement fuel caps shall be readily available through local retail outlets. Cast Products, or equal, fuel fill pockets with spring loaded polished aluminum or stainless steel fuel tank fill doors shall be provided.

Comply

E. All fuel tank system hoses shall be "Fuel" rated, **No Exceptions.**

Comply

F. The fuel tank shall be equipped with a built-in drain sump so located that in a level position all moisture and foreign material shall be collected for draining. Provide the sump with a readily accessible 3/4" brass drain plug.

Comply

G. The fuel tank shall be mounted with insulated straps that encircle the tank in such manner as to prevent damage to the tank from torsion and flexing of the frame and to permit ready removal for cleaning and repairs. The fuel tank shall not extend into the departure angle.

Comply

H. All non-pressurized fuel lines shall be FC300 or Department Approved Equal, brown in color. The lines between the frame and tank shall have enough slack to allow the tank to be lowered 24" without having to be disconnected. Fuel lines shall be sized in accordance with the engine manufacturer's recommendations.

Comply

I. The fuel system shall be equipped with a Raycor R90T or equal water separating fuel filter with heater and water sensor that is rated for the engine. Location of the filter shall provide for easy access for filter changes.

Comply

J. The engine fuel system shall include a vacuum switch installed between the filter and fuel pump with a red light on the instrument panel to indicate if the filter is becoming clogged. The fuel filter restriction light shall be suitably labeled. Comply

K. The engine fuel system shall be turned on and off by the ignition switch on the instrument panel of the driver's compartment. Comply

L. Tank shall be grounded to body or frame side rails. Comply

24. **EXHAUST SYSTEM**

A. The diesel particulate filter (DPF) and SCR shall be designed to give a minimum of back pressure and shall conform to the current State of California requirements for noise and emissions compliance. A manual DPF regeneration switch shall be provided in a District approved location in the cab. DPF regen shall be automatically inhibited during pumping operations. Comply

B. The exhaust tailpipe shall be equipped with a cool air venturi and be a minimum of 5" tubing discharged to the outer edge of the running board at a point just ahead of the rear tires on the right side of the apparatus. There shall be a minimum 2" clearance between the bottom of the running board and tailpipe. The tail pipe outlet shall be perpendicular to the running board. The tip shall be chrome-plated or stainless steel. All flex tubing, if used, shall be stainless steel and not used to make bends exceeding 10 degrees. The exhaust piping shall not extend below the bottom of the engine pan. The tailpipe shall be compatible with Niederman and Plymovent house exhaust systems. Comply

C. Heat from the exhaust system shall in no way be radiated to other parts of the apparatus. All compartments adjacent to the exhaust system shall be provided with adequate insulation. Tubing wrap and heat shields to be provided to the satisfaction of the District. Comply

D. Provide a large as practical 10 gallon diesel exhaust fluid reservoir in the available space near the right side battery bank. Comply

E. The DEF Tank and the DEF Pump shall be provided with an aluminum cover and a "Do Not Step" label. Comply

25. **TRANSMISSION**

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|--|---------|
| A. Provide a six (6) speed emergency vehicle rated automated transmission, Allison 4500 EVS or equal with. The ECM shall be flash programmed for optimal performance. Fill with TranSynd TES295 or equal heavy-duty transmission fluid and equip with a magnetic drain plug. | Compl y |
| B. Transmission support to the frame, if required, shall include rubber mounts of a proven design to transmit a minimum vibration to the apparatus. Transmission manufacturer to approve mounting. | Compl y |
| C. Provide an appropriately sized, transmission manufacturer approved, external transmission oil cooling system of sufficient capacity to dissipate transmission induced heat under all conditions. No exceptions. | Compl y |
| D. <i>The use of multi-piece coolers is strictly prohibited.</i> | Compl y |
| E. Transmission to be controlled by a fire apparatus pushbutton gearshift selector pad with diagnostics and back-lit. | Compl y |
| F. The transmission shall be electronically configured to shift into direct drive during main fire pump operation. | Compl y |

26. **ELECTRIC DRIVELINE RETARDER**

- | | |
|---|---------|
| A. Provide an auxiliary focal mounted Telma or equal electric driveline retarder. | Compl y |
| B. Auxiliary retarder to be controlled through a series of brake application air pressure switches to control the amount of retardation in conjunction with brake treadle valve engagement. The brake application air pressure switches, calibrated at 4 psi, 7 psi and 10 psi, to fully activate the retarder in three equal stages without exceeding any driveline component capabilities when combined with the engine compression brake. Dash mounted indicator lights shall indicate when the retarder is "on" and the applied level of retardation. The auxiliary retarder shall interface with the ABS electronic control module. Apparatus brake lights shall activate when retarder is in use. | Compl y |

27. **UNIVERSAL PROPELLER SHAFTS**

- | | |
|--|---------|
| A. 1810HD Series or District approved equal, minimum half round universals shall be provided in the apparatus driveline. Grease shields shall be provided at each u-joint. | Compl y |
| B. Universal joints shall contain two (2) lubrication fittings | Compl y |

per cross yoke.

C. Propeller shaft slip joints shall be coated.

Compl y

D. Proper driveline bolts shall be used. **No exceptions.**

Compl y

E. The propeller shafts shall be appropriately sized and balanced and driveline angles shall be within the universal joint manufacturer's specifications.

Compl y

28. **PUMP TRANSMISSION**

A. Provide a heavy-duty aluminum split-shaft PTO pump transmission with appropriately sized oil cooler and magnetic oil drain plug. Chain drive transmissions shall have an oil pump for positive lubrication and a pressure gauge viewable inside the hinged operator's panel. Non-chain drive transmissions shall have SAE 80W/140 Synthetic Gear Lubricant. The pump transmission shall be approved to operate at peak engine horsepower and torque, in "Road" in 10th gear at rated engine RPM and at full negative horsepower with both retarders applied.

Compl y

B. Pump transmission gears shall be so designed that the noise level shall not exceed 90 decibels measured 5 feet from the operator's panel under all pumping conditions. Insulation shall be provided as necessary to reduce noise at the operator's panel.

Compl y

C. Pump and pump transmission shall be engaged from the driver's compartment. The pump shift shall be totally air-actuated, **electric over air unacceptable**, with a mechanical backup system. If a cable backup system is used, the cable shall have adequate length so as not to bind.

Compl y

D. The odometer shall not record road miles when in pump gear.

Compl y

29. **FIRE SYSTEM**

A. **Fire Pump**

1. The single stage centrifugal pump shall have a compact single stage body and impeller with dual stripping edges and a minimum 2000 gpm capability such as the Waterous S-100 or District approved equal. The pump body shall be made of the close grain grey iron. Suction and discharge manifolds shall be made of the close grain grey iron or stainless steel. The pump shaft shall be made of stainless steel and the input

Compl y

end of the shaft shall be supported on ball bearings. The shaft shall have mechanical-type seal/s.

2. When pumping at sea level, the pump shall be capable of delivering 100% of its **rated** capacity of 1500 gpm at 150 psi net pump pressure from a draft of not less than 10' through 20' of 6" suction hose with a strainer attached. The pump shall be capable of delivering 1500 gpm at 150 psi net pump pressure at less than 80 percent of peak maximum permissible engine rpm. The pump shall be capable of delivering 1500 gpm at 150 psi net pump pressure through side discharge gates.

Compl y

3. The pump shall be provided with a swing-type full-flow check valve to be installed in the supply inlet to the pump. Swing check valve to prevent the reverse flow of water from the suction side of the pump into the tank. The check valve shall be rated at not less than 250 psi.

Compl y

4. The pump shall be provided with a **minimum** of two readily accessible anode kits, one (1) in the intake and one (1) in the discharge sides of the pump. The anode system shall utilize a four (4) bolt flange and threaded zinc or magnesium anodes as recommended by the pump manufacturer for fresh water applications.

Compl y

5. Pump panel label shall reflect a 1500 gpm rating.

Compl y

6. Installation and mounting of the pump shall be such that the entire pump and transmission may be removed from underneath as a single component. Provide a multi-piece cross-member if necessary.

Compl y

B. **Pressure Relief Valve**

See 33 F, pressure governor.

Compl y

C. **Pump Intake Relief Valve System**

1. Provide an Elkhart Model #40 or equal adjustable intake relief valve mounted on a rear pump suction port. The intake relief valve shall be set at 150 psi.

Compl y

2. System shall be adjustable while in operation and the adjustment control shall be readily accessible as approved by the District. Adjustment shall not be made from the pump panel.

Compl y

3. Surplus water discharge shall be plumbed away from the pump operator's position toward the center of the rear axle

Compl y

and shall terminate in a 2-1/2" pipe with 2-12" NHM threads visible to the pump operator.

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|----|--|--------|
| 4. | The District at the pre-construction conference shall approve the mounting locations of the valve and discharge. | Comply |
|----|--|--------|

D. **Priming Pump**

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|----|---|--------|
| 1. | A positive displacement electrically driven oil-less priming pump shall be provided, capable of creating 23" of vacuum in the pump and two (2) ten (10) foot lengths of 6" capped suction hose, not to exceed 30 seconds at sea level. The priming pump shall discharge below lower frame flange. | Comply |
|----|---|--------|

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|----|--|--------|
| 2. | An ANL type fuse or equal shall be provided in the 12 volt (+) cable to the Priming Pump. No exceptions. | Comply |
|----|--|--------|

E. **Pump Master Drain Valve**

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|----|--|--------|
| 1. | A manually operated Trident or equal multi-port rotary master pump drain valve shall be provided on the operator's panel to drain the intake and discharge sides of the main pump and all water-carrying lines and accessories. Pump to master drain lines shall be reinforced plastic tubing of not less than 3/8" inside diameter and 600psi working pressure. The master drain discharge line shall extend below the running boards. Location of the master drain control to be approved by the District. | Comply |
|----|--|--------|

30. **WATER TANK**

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|----|---|--------|
| A. | The water tank shall be a one-piece, wet-sided module located directly behind the cab and ahead of the pump enclosure body. The water tank shall have a minimum certified useable capacity of 350 gallons and shall be constructed of formed 10-gauge 304L <i>Stainless Steel or Polypropylene</i> material. The tank and compartments shall not be painted and shall be finished to the satisfaction of the District as a visible body component. The tank shall be easily removable as a single component allowing the apparatus to remain in service as an aerial device. The tank shall be reinforced to withstand the strains encountered in off-highway service. Except for the overflow, the tank shall not exceed the height of the tractor cab. No exceptions. | Comply |
|----|---|--------|

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|----|---|--------|
| B. | Suitable longitudinal and latitudinal baffles welded to the tank sides and top shall be provided in the tank. Baffles shall have a 1" minimum 90° break at each weldment point. The volume of each compartment shall not exceed 100 | Comply |
|----|---|--------|

gallons.

C. All seams and baffles shall be welded on both sides. Suitable reinforcing and bracing shall be provided to prevent oil canning of the bottom and sides of the tank. The top of the tank shall have a 1" downward flange. Compl y

D. The tank shall be provided with an overflow of sufficient size to prevent damage to the tank when being filled from hydrant, 5" I.D. minimum. Overflow shall be capable of bypassing at least 650 gpm without causing pressure to build inside the tank. Overflow plumbing to be appropriately secured along its entire length to withstand the strains encountered in off-highway service and threaded connections to be appropriately reinforced, sealed and of similar materials. Provide an in-line, double clamped flexible hose connection point to minimize stresses on the overflow plumbing. Under no circumstances shall dissimilar materials be threaded together (ie. PVC to stainless). Overflow shall be so designed that there shall be no loss of water due to surge, or when apparatus is on a 20 percent grade. All excess water discharged from the overflow system shall be discharged directly to the ground as approved by the District. Water shall not be discharged on compartments, mechanical or electrical components, brakes or differential vent. Compl y

E. All internal metal fittings and fasteners in the water tank shall be 100% stainless steel. **No exceptions.** Compl y

F. The tank shall be provided with a 9" x 9" water tank fill tower equipped with a spring loaded cover and suitable strainer. Tower to be located on the left side of the tank. The removable strainer shall not be capable of being accidentally dropped into the tank. Tower, spring, cover and strainer to be stainless steel. Cover to be labeled "**WATER ONLY**". Compl y

G. The outlet from the tank shall be located as near the center of the tank as possible. A suitable sediment trap shall be provided in the water tank with a readily accessible clean out. Compl y

H. The tank top shall be a bolt-on type with all welded stainless steel studs installed so that no water can seep up around the thread area. Removable covers, which shall expose at least 70 percent of the top of the tank, shall be provided. Stainless steel acorn finish nuts shall secure the covers. Compl y

I. Mounting of the tank shall be so designed that failure of the tank shall not result from vibration or distortion when Compl y

apparatus is off the highway.

J. The tank shall be so installed that it can be removed without removing the body or other major parts of the apparatus.

Compl y

K. Two (2) 2-1/2" gated direct water tank fill inlets, equipped with 1/4-turn, ball-type valves, shall be provided, one (1) on each right and left side panel of the pump enclosure body. These inlets shall be labeled "**AUXILIARY TANK FILL**". Each inlet shall be provided with a suitable strainer and equipped with a chrome-plated brass 2-1/2" suction swivel hose coupling, Akron or equal model, long handle on swivel, with 2-1/2" chrome plated brass double male adapter, cap and chain. Sufficient clearance shall be provided around the swivel to permit rapid hookup without interference with body, running board, or other controls. The exact location of the inlets shall be approved by the District at the pre-construction conference. **No exceptions.**

Compl y

L. The tank shall be provided with a Fire Research TankVisionPro or equal tank gauge. The tank shall also be provided with a sight-type (transparent glass tube with metal protector) water gauge to indicate the water level in the tank to be supplied by not less than a 3/8" supply line with sand trap or sump and a Lukenheimer or equal shut-off valve. Sight gauge to be provided with clean-out plugs both top and bottom. Gauge to be visible from the operator's panel and provided with light for illumination of entire gauge. The sight gauge shall show empty when the tank is empty and shall have a 1/4" visible air space in the top of the gauge when the tank is full. The sight gauge shall have globe-type valves to isolate the gauge for clean-out purposes or in case of a gauge failure. The sight tube shall be adequately supported throughout its length to prevent breakage from shock or vibration. A brightly colored plastic float shall be provided to indicate the water level.

Compl y

31. **PIPING**

Compl y

A. **General**

1. All piping and fittings coming in contact with water, unless otherwise specified herein, shall be a minimum of Schedule 10, 304 stainless steel weld joint. Schedule 40, 304 stainless steel, shall be required where threaded connections are provided. Class 1 high pressure flexible piping, with stainless steel "Victaulic" couplings or equal, shall be used to relieve strains and to facilitate removal of pump piping, valves, etc., for servicing. The high pressure flexible piping

Compl y

shall be reinforced to withstand a minimum vacuum of 30 HG and shall have a minimum burst pressure of 1200 psi "Victaulic" couplings and high pressure flexible piping or equal shall be provided in the piping to the satisfaction of the District.

2. Brass fittings and valve mounting adapters maybe utilized in plumbing if specified stainless steel fittings are not available. Comply

3. Lines, with 1" or smaller I.D., shall be braided flex line. Comply

4. All water tank connections entering or leaving the tank shall be provided with "Victaulic" groove connections or equal. Comply

5. All hose threads and gaskets shall conform to National Screw Commission standards. All hose threads on equipment and fittings shall be National Standard Hose. Obsolete sizes or threads must not be used in any part of the apparatus. Comply

6. Grease is not to be used on gaskets between the pump and flange adapters. Comply

7. All 1" or larger suction and discharge valves, unless otherwise specified herein, shall be 1/4-turn, ball-type, self-locking Akron 8800 Series or equal with stainless steel ball. All 3" or larger valves, excluding the tank to pump valve, shall have an Akron or equal Slo-Cloz mechanism that shall not permit changing the position of the flow regulating element of the valve from full close to full open, or vice versa, in less than three (3) seconds or more than six (6) seconds. All suction and discharge valve controls to have a twist-type lock mechanism, unless otherwise specified herein. Provide Akron SZ or equal control handles for the pump enclosure side panel discharge outlets. All suction and discharge valves shall operate easily under all operating conditions to the satisfaction of the District. All suction and discharge valves shall be controlled at the operator's control panel. Comply

8. All adapters, couplings and caps shall be chrome-plated brass with rocker lugs, excluding the auxiliary tank fill, which shall be chrome-plated brass with long handles. Comply

9. All discharge outlets shall have chrome-plated brass caps and chains. Comply

10. All panel mounted drain valves, unless otherwise specified herein, shall be individually mounted Class 1 or equal 3/4", 1/4-turn ball-type, with brass body and 3/4" female NPT orifices. Comply

11. All in-line check valves and manifolds shall be easily accessible and removable without unthreading any pipe fitting. Comply

B. Fire Pump Suction

1. A 6" main fire pump suction inlet shall be provided on each side of the apparatus. These 6" suction inlets shall have NS threads and shall not be provided with caps. A removable strainer of adequate size shall be installed in each suction inlet. Body panels adjacent to the pump suction shall be designed to accommodate TFT ball-type intake valves identified in the "Equipment" section without extending beyond the fender extensions. Comply

2. Piping from the tank outlet to the main fire pump shall be not less than 3" I.D. A 3", 1/4-turn, ball-type valve shall be installed in this line. This valve shall be labeled "**TANK TO PUMP**". Comply

C. Fire Pump Outlets and Discharge Gates

1. One (1) 1-1/2" line shall be provided from the discharge side of the pump to the water tank, with a 1-1/2", 1/4-turn, ball-type valve, to be labeled "**TANK FILL**". Comply

2. Two (2) 2-1/2" NHM discharge outlets charged by the pump shall be provided, one (1) on each right and left side of the apparatus, adjacent to the transverse hose beds. The discharge outlets shall be provided with 2-1/2", 1/4-turn, ball-type valves. The discharge outlets shall have adequate clearance to install gated wyes. Location to be approved by the District at the pre-construction conference. Comply

3. One (1) 2-1/2" NHM discharge outlet charged by the pump shall be provided on the left side of the apparatus, at the operator's panel. The discharge outlet shall be provided with a 2-1/2", 1/4-turn ball-type valve. The valve shall be connected to the main pump via a one-piece pump flange adapter, no less than 3" in diameter. The outlet shall have a swivel-type, 30 degree droop outlet that is capable of being locked in any position. The outlet shall have a 2-1/2" NHF to 1-1/2" NHM rigid adapter with 1-1/2" cap and chain. Comply

4. One (1) 4" NHM discharge outlet charged by the pump shall be provided on the right side of the apparatus. The discharge outlet shall be provided with a 1/4-turn, ball-type valve. The valve for the discharge outlet shall be connected Comply

to the pump via a one-piece pump flange adapter. Piping and valves shall be a minimum of 3". This outlet shall have swivel- type 30 degree droop outlet. The outlet shall have 4" NHF to 2- 1/2" NHM rigid adapter with 2-1/2" cap and chain.

5. One piece 30 degree droop valve flanges are acceptable provided valve maintenance access does not require complete removal of the pump panel. Compl y

6. All 30 degree droops and adapters shall be chrome plated cast brass, **No Exceptions**. During the pre-construction conference, the bidder shall provide a complete list of adapters provided on the apparatus for District review and approval. Compl y

D. Drains

1. Each discharge outlet and water tank inlet shall be equipped with an individually mounted, and labeled, drain valve. Minimum 600 psi rated lines shall be installed between the outlet/inlet and drain valve. Labeled drain lines shall extend below the running boards. Location of the control handles to be approved by the District. Compl y

32. PUMP CONTROLS AND PUMP CONTROL PANEL

A. The left and right side panels of the pump enclosure body, from the rear bulkhead of the water tank to the polished aluminum tread plate rear tractor skirting, including the pump control panel and the pump enclosure compartment doors, shall be 12-gauge brushed stainless steel. Compl y

B. Pump controls and control panel shall be located on the left side of the apparatus. The pump control panel layout shall be submitted to and approved by the District. **No exceptions**. Compl y

C. Appropriately secured stainless steel escutcheon plates shall be installed around each discharge outlet and each pump inlet where they go through the body panels. The appropriately secured escutcheon plates and body openings shall be of sufficient size to permit the removal of discharge gates, valves, adapter fittings or suction manifolds. **No exceptions**. Compl y

D. The panel shall be provided with bushings where control rods pass through. **Cable or electronic controls not acceptable**. Compl y

E. All controls on the left and right side of the apparatus shall be suitably illuminated and labeled. Two (2) L.E.D. work lights shall be provided on the right side of the apparatus Compl y

adjacent to the discharge outlets.

F. The pump control panel shall be provided with the following: Compl y

1 Master pressure gauge (4-1/2" dia. min.) graduated from -30 to 0 to 600 psi of a type that shall not be damaged by vacuum. Class 1 silicone filled. **No exceptions.** Compl y

1 Pump compound suction gauge (4-1/2" dia. min.) graduated from -30 to 0 to 600 psi of a type that shall not be damaged by vacuum. Class 1 silicone filled. **No exceptions.** Compl y

5 Individual pressure gauges (3-1/2" dia. min.) graduated from -30 to 0 to 400 psi, one (1) on each discharge outlet from the main pump, of a type that shall not be damaged by a vacuum. Class 1 silicone filled. **No exceptions.** Compl y

1 Fuel gauge with low level indicator light. Compl y

1 Pump transmission oil pressure gauge, if required. Compl y

1 RPM positive control outlet, one-half speed with cap. Compl y

1 Auxiliary cooler valve. Compl y

1 FRC Pump Boss 200 or equal vernier-type electronic pressure governor/throttle control with engine oil pressure, coolant temperature, transmission temperature and voltage and operation hour monitoring with audible warnings. Throttle up to be CCW rotation. Default to "Throttle", **No exceptions.** Compl y

1 Steady green "**MAIN PUMP ENGAGED**" LED light Compl y

1 Momentary pushbutton to activate the air horn labeled "RETREAT" Compl y

G. All gauges shall be a wide sweep-type. Use of apparatus manufacturer's logo on the faceplate is unacceptable. Compl y

H. All non-liquid filled gauges shall have integral illumination. Compl y

I. Provide audible and visual warning alarms for engine overheat and low oil pressure. The audible alarms shall be no Compl y

less than 90 dB and the tone of the alarm shall be selected at the pre-construction conference.

J. Any other such gauges, instruments, controls, and fittings as required for the operation of the pump and for tests.

Compl y

33. AERIAL LADDER

A. General

1. The aerial ladder shall be a 100', four (4) section all steel tubular construction with round rungs and "K" bracing. The rated capacities of the aerial ladder shall be attainable with the tractor and trailer in an in-line configuration and in addition to any fire-fighting equipment installed on the aerial ladder by the manufacturer.

Compl y

2. The aerial shall have a minimum rated load capacity of 500 lbs. carried on the outermost rung of the outermost fly section with the aerial placed in any direction from -5 degrees to +80 degrees inclination at maximum extension.

Compl y

3. The aerial shall have a minimum rated load capacity of 250 lbs. carried on the outermost rung of the outermost fly section with the aerial placed in any direction from -5 degrees to +80 degrees inclination at maximum extension and while discharging water at 1000 gallons per minute with a nozzle pressure of 100 psi through the full 180-degree range of monitor or nozzle movements, 90-degrees to each right and left side of the ladder.

Compl y

4. The manufacturer shall describe the rated capacity of each configuration in both the operations manual and on a plate at the operator's control station.

Compl y

5. Handrails shall extend a minimum of 20" above the rungs and a minimum of 23" apart on the fly section.

Compl y

6. The aerial ladder heel pin position and rear handrails shall be so designed as to provide unobstructed access to the aerial ladder when elevated.

Compl y

7. The fly section on the aerial shall have two (2) sets of folding steps incorporating toe stops with a 2" flange and non-skid surface. Steps shall be installed approximately 42" and 70" below the top rung. When deployed, the stepping surfaces shall be perpendicular to the ladder base section. Steps shall be as large as design shall permit but far enough apart to allow clearance for a charged 3" water hose. The steps shall be easily

Compl y

foot actuated by a fire fighter wearing turnout boots.

8. Provide two (2) double-acting hoist cylinders which shall hoist and lower the aerial ladder from a minimum of -5-degrees to +85-degrees above horizontal. The hoist cylinders shall be equipped with direct mounted, pilot operated, check valves.

Compl y

9. Provide an extension/retraction system consisting of two (2) extension/retraction cylinders with direct mounted, pilot operated, check valve. The system shall be designed to keep the center of the ladder free of all cables.

Compl y

10. Provide a hydraulic ladder bed locking device or system that shall retain the aerial ladder in the bed when the apparatus is in motion. Provide a red indicator light in the tractor cab overhead to indicate whenever ladder is not bedded.

Compl y

11. All rungs shall be spaced 14" on center.

Compl y

12. Each rung shall be equipped with a snap-on/glue-on composite cover with a coarse non-slip texture consisting of alternating gray and luminescent colors on each cover, visible when climbing the ladder at night. The luminescence shall be rated to dispense light for eight hours.

Compl y

B. Aerial Ladder and Outrigger Hydraulic System

1. Provide a Chelsea or equal "Hot-Shift" heavy-duty power takeoff and a direct mount hydraulic pump. The power takeoff shall be controlled by a switch labeled "**LADDER POWER**", mounted in a driver accessible location in the tractor cab. Provide an electrical interlock to prevent the power takeoff from being engaged above 800 engine rpm. Provide an electrical interlock to prevent the power takeoff from being engaged anytime the parking brakes are released.

Compl y

2. The Hydraulic oil reservoir tank shall have adequate capacity for the design and be furnished with a 2" minimum diameter filler neck with strainer screen. The easily accessible vented filler cap shall be a readily available twist-type and shall provide a positive seal at the filler neck. The reservoir shall have an easily accessible dip stick to indicate oil level. Provide easily accessible shut-off valves for tank outlet and draining.

Compl y

3. An easily removable high pressure filter shall be provided between the pump and control valves to prevent dirt from affecting the operation of the valves. System shall be designed to prevent system draining when filter is changed.

Compl y

- | | |
|--|--------|
| 4. Provide a suction strainer and a 6-micron Parker or Department Approved Equal replaceable cartridge on the hydraulic oil reservoir tank return line. System shall be so designed as to prevent draining of system when filter is changed. | Comply |
| 5. The hydraulic system shall be provided with pressure taps for testing of all function pressures. | Comply |
| 6. Hoist cylinders shall be equipped with direct mounted, pilot operated, check valves. | Comply |
| 7. Provide a tiller cab avoidance system to prevent the aerial ladder from being lowered and contacting the tiller cab when extended. | Comply |
| 8. Provide an auxiliary electro-hydraulic system which, in the event of hydraulic pump failure, shall allow the ladder and outriggers to be operated for stowage. | Comply |
| 9. Provide an emergency electrical override system which, in the event of an electrical or interlock failure, shall allow the ladder and outriggers to operate. Location to be determined at the pre-construction conference and approved by the District. | Comply |
| 10. All hydraulic controls, plumbing and valves shall be readily accessible with removable stainless steel or polished aluminum tread plate covers. | Comply |
| 11. High pressure hoses shall be Parker or equal with crimp type steel recessed o-ring fittings. | Comply |

C. Aerial Control Station Console and Turntable

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|--|--------|
| 1. Provide polished aluminum tread plate pedestal with rain hood, on the driver's side of the apparatus, to protect the instrument and control console. | Comply |
| 2. The design of pedestal, instrument and control console, rain hood and component mounting locations to be approved by the District. The panel face shall be of a non-glare surface to be approved by the District. All indicators, gauges, switches, valves and controls shall be waterproof and permanently labeled for function identification. All indicators, gauges, switches and lights shall be approved by the District. | Comply |
| 3. Provide a hinged panel on the side of the pedestal | Comply |

for access to the hydraulic system and electrical components. The exact location shall be determined at the pre-construction conference.

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|--|--------|
| 4. Provide all lamps necessary to illuminate indicators, gauges, switches, controls, instruction plates and control console. | Comply |
| 5. Provide hydraulic system pressure gauges. All hydraulic system gauges shall be liquid filled. | Comply |
| 6. Provide a ladder angle indicator. | Comply |
| 7. Provide a ladder extension indicator. | Comply |
| 8. Provide a blue rung alignment indicator light. | Comply |
| 9. Provide a green ladder power indicator light. | Comply |
| 10. Provide red emergency override indicator light. | Comply |
| 11. Provide a guarded momentary toggle reset switch in the event the ladder must be operated below cab level when not fully retracted. | Comply |
| 12. Provide an hour meter (to only record when aerial ladder hydraulic system is engaged). | Comply |
| 13. Provide a waterproof momentary pushbutton emergency pump switch. | Comply |
| 14. Provide a waterproof momentary pushbutton engine starter switch. | Comply |
| 15. Provide a waterproof momentary pushbutton electric throttle switch to raise or lower the engine rpm level. The fast idle system shall not activate unless the transmission is in the neutral mode and the parking brakes are applied. | Comply |
| 16. Provide three (3) mechanical-hydraulic ladder function controllers. Control levers shall automatically return to the neutral position when released. Electro-hydraulic servo valves not acceptable to control aerial ladder operations. The position of the ladder control levers, with the operator facing them shall be as follows: | Comply |
| a. Right lever (raise and lower) pull to raise and push to lower. | Comply |
| b. Center lever (rotation) pull to rotate left and push | Comply |

to rotate right.

- c. Left lever (extend and retract) pull to retract and push to extend.

Compl y

17. Provide a floor-mounted waterproof "dead-man" switch on the turntable to prevent accidental ladder operation. The guarded switch shall be easily accessible when operating the ladder controls at the pedestal with turnout boots.

Compl y

18. The turntable walking surfaces shall be covered with NFPA compliant polished aluminum tread plate. Furnish a vertical toe kick flange of not less than 2" in height around the perimeter between vertical rail non-access areas. The vertical outer edge shall be finished with white Scotchlite or equal reflective tape.

Compl y

D. Outriggers

1. Provide a hydraulically operated outrigger system with direct mounted pilot operated safety check valves at the outrigger hydraulic cylinders. Provide the system with "dead-man" style control levers that return to the neutral position upon releasing the levers at any position. The system shall be designed to prevent aerial ladder operation until the outriggers have sufficient ground pressure. The system shall also be designed to prevent outrigger operation once the aerial ladder has been elevated.

Compl y

2. For the purposes of standardized emergency operations within the District, the H-type outrigger system shall have a maximum width of 14'6" on-center of the downward cylinders and overall outside width of 15' when fully deployed and shall provide sufficient stability to permit full operation with the tractor straight ahead. **No exceptions.**

Compl y

Each outrigger shoe shall have a minimum contact surface of 370 square inches and shall be fabricated from a minimum 80,000 psi yield strength 1/2" steel plate. Surface gussets shall be provided to prevent folding in soft material.

Compl y

3. Individual mechanical hydraulic outrigger controls shall be mounted on both sides of the apparatus in a location to be approved by the District. **Electro-Hydraulic servo valves not acceptable to control outrigger operations.**

Compl y

4. Orientation of the control handles shall be as follows:

Compl y

a. Left Hand – Left Side of the Apparatus b. Right Hand – Right Side of the Apparatus	
5. Out-and-down control functions shall be operated independently.	Compl y
6. Controls shall be recessed or shielded to prevent accidental operation.	Compl y
7. Provide green indicator lights at both outrigger control stations to indicate when the outriggers are fully out and fully down.	Compl y
8. Provide a green ladder power indicator light at both outrigger control stations.	Compl y
9. Provide a waterproof, momentary pushbutton fast idle switch at both outrigger control stations.	Compl y
10. Provide a waterproof, momentary pushbutton emergency pump switch at both outrigger control stations.	Compl y
11. Provide a red emergency pump running indicator light at both outrigger control stations.	Compl y
12. Provide yellow pressure and return filter restriction indicator lights at the outrigger control station on the left side of the apparatus.	Compl y
13. Provide audible and visual warning signals or limiting device to keep aerial ladder from being rotated beyond midline when conducting aerial operations in the "shortjacked" mode.	Compl y
14. Provide mechanical, gravity type leveling indicators at both outrigger control stations to denote when the apparatus is operable within the manufacturer's range of level conditions.	Compl y
15. All indicators, gauges, switches and controls shall be waterproof and permanently labeled for function identification. All indicators, gauges, switches and controls shall be approved by the District.	Compl y
16. Provide both outrigger control stations with adequate lighting to illuminate all indicators, gauges, switches, controls, instruction plates and outrigger control stations.	Compl y
17. The internal and external jack tubes shall be designed in a way to prevent binding or excessive movement within	Compl y

the assembly.

18. Provide automatically operated visual and audible warning signals and ground illumination lights at each outrigger to operate continuously during extension and retraction. The visual warning devices shall continuously flash while outriggers are extended. Compl y

19. Outriggers that protrude beyond the body of the apparatus shall be striped with reflective tape. Compl y

20. Provide a red indicator light in the tractor cab overhead and an audible warning in the cab whenever the outriggers are not stowed and the parking brakes are released. Compl y

E. Fifth-Wheel Lock

1. Provide a fifth-wheel lockout system, as required for stability, to limit tractor trailer movement during aerial operations. The system shall have hydraulic lockout cylinders, with pilot operated safety check valves, that when deployed shall prevent movement between the upper and lower plates of the fifth-wheel assembly. The system shall be designed to prevent aerial ladder operation until full lockout cylinder deployment. Lockout cylinders may not be retracted unless the aerial ladder has been fully bedded. Lockout system to be approved by the District Compl y

34. CAB EXTERIOR

A. General

1. Cab to be a fully enclosed severe service, "tilt" type, cab over engine design, with four (4) side opening short doors, a two-piece contoured windshield and flat roof. Cab to be of minimal width for the power-train and cooling system package. Height to be no more than 100" ground to roof and no fixed roof attachment shall exceed 115" as measured from the ground. Compl y

2. Cab sub-frame shall be fabricated from structural aluminum alloy frame members with a minimum .250" material thickness. Sub-frame to extend the full length and width of the cab. Engine enclosure panels to have a minimum .250" material thickness when incorporated as an integral structural component of the sub-frame. Laminating or doubling plates to achieve minimum thicknesses is not acceptable. Compl y

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|---|---------|
| 3. Cab sub-frame to be secured to the chassis frame by two (2) forward pivot brackets and a self-centering two (2) point type locking system that automatically locks when the cab is lowered into its nested position. The cab pivots and locking system shall be appropriate for off-road usage and allow for flex. Cab sub-frame to be supported on a minimum of two (2) intermediate high density rubber blocks or cushions. Cab to be appropriately reinforced with added structural members and material thickness as necessary, i.e., front cab pivot brackets, lift cylinder pivots, rear lock areas, front cab wall, door frames, etc. Laminating or doubling plates to achieve necessary thicknesses is not acceptable when that plate is utilized as a structural mounting point. | Compl y |
| 4. The cab's upper structural framework to incorporate a "roll cage" type design construction. The roof structure shall be capable of supporting a minimum of 35,000 lbs. without deformation. Cab to be third-party certified for SAEJ2420 and ECER29 cab front impact, SAEJ2422 cab side impact and ECER29 cab roof strength. | Compl y |
| 5. All cab panels, including front, side, roof and interior to be fabricated from aluminum alloys with a minimum .125" material thickness. All panels to be adequately engineered and braced to provide stability. | Compl y |
| 6. Cab roof to be flat with front and side edge radiuses and full length polished aluminum side rain gutters. All roof seams shall have water tight 100% weldments. | Compl y |
| 7. Provide a welded 2" raised angle box structure with two angle longitudinal cross members for mounting roof identification plates, dimensions to be 27"x46". Base openings shall provide drainage. | Compl y |
| 8. Provide a sealed antenna array on top of the cab constructed of welded 4" x 3" aluminum rectangle tubing and welded to the cab roof. The array shall be a "U" shape extending 60" along the outer sides of the cab roof and tied together across the rear. A minimum of four (4) exterior access openings shall be provided in each of the three sections (inboard on sides and outboard on rear) to allow for antenna mounting. The rear section shall be provided with no less than three drain tunnels to promote roof drainage and shall provide a through the roof transition into the rear bulkhead electronics cabinet. This transition shall be provided with a 100% welded 3/4" bulkhead trim to prevent accumulated moisture from dripping into the electronics compartment. Design, layout and attachment must be approved by the District. | Compl y |

B. Tilt System

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|---|---------|
| 1. Provide a heavy-duty integral cab tilt mechanism capable of tilting the cab to a point where it shall provide unobstructed access for servicing the engine and cooling system, 45-degrees minimum. Two (2) cab lift cylinders, with pilot valves, shall be activated by an electric over hydraulic tilt system. The cab shall have dual interlocks to prevent the cab from tilting when the parking brakes are not applied. A dead man switch in the remote control is acceptable for the secondary interlock. | Compl y |
| 2. The system shall incorporate a remote control and a storage box to adequately protect it. The remote control shall allow the operator to safely stand a minimum of 6' away from the apparatus while viewing the surrounding cab area when it is being tilted. A step-by-step operations label shall be provided inside the storage box. | Compl y |
| 3. The tilt system shall have a manual override system which is clearly labeled for identification and accessible through a hinged panel for easy operation. | Compl y |
| 4. Provide a cable operated tilt cylinder safety locking system. Cable control to be located in remote control storage box in a location approved by the District. | Compl y |
| 5. A manual secondary safety support shall be provided to support the cab or both extended cylinders when in the fully tilted position. | Compl y |
| 6. The proposed tilt system shall be of such design that unreasonable loads are not present causing failure of any component within the tilt mechanism. | Compl y |
| 7. The manufacturer shall provide attachment points to safely facilitate tilting the cab when the lift cylinders are removed for service. Location of the attachment points to be approved by the District at the pre-construction conference. | Compl y |

C. Doors

- | | |
|--|---------|
| 1. Provide four (4) barrier type short cab doors that extend from the cab floor to roof rain gutter and close flush with the side of the cab. Doors to be properly engineered and fabricated from aluminum alloys. Doors to be appropriately reinforced with added structural members and material thickness at all high stress points. Door seals and weather-stripping shall be protected by an extrusion where snags or | Compl y |
|--|---------|

foot traffic may damage the seal.

1. Doors shall be equipped with full length, fully adjustable, heavy-duty, polished stainless steel, piano-type, bolt on hinges with 5/16" minimum diameter stainless steel pins that have a positive action. The pins shall be secured to prevent creeping. The hinges and hardware shall be appropriately sized for door and off-road usage. No exceptions.

Compl y

2. The inside of all outer door panels to be fully insulated for sound deadening.

Compl y

3. Provide heavy-duty 6" wide belt-type door stops or District approved equal to allow easy entry and egress but prevent cab doors from opening greater than 90-degrees. Doors shall at no time be allowed to contact any other body component when exposed to a direct forty (40) mph. wind.

Compl y

4. The interior door panels and all sheet metal attachments shall be fastened to door with lock coated screws. The panels shall provide for easy access to the interior of the door for servicing. All four (4) interior door panels shall be upholstered with a bar pattern heavy-duty padded vinyl. Note: Door panels shall be split so that the entire panel does not have to be removed to access the latch mechanism.

Compl y

5. All door glass edges shall be parallel and be fully retractable and have electric regulators. The glass shall be mounted in full-length reinforced stainless steel channels adequately supported along its full length. Non-opening wing windows shall take up the space between the glass track and door frame. Driver's position shall have controls for all four windows; individual controls shall be located at each door. Location of all switches TBD at the Preconstruction Conference. **No exceptions.**

Compl y

6. Adequate door clearance shall be provided for when the apparatus racks to prevent interference between the door, frame and latching hardware.

Compl y

7. Provide pull-type door handles and rotary latches. Door latches shall meet FMVSS No. 206 Standards. **No exceptions.**

Compl y

8. Provide a polished stainless steel scuff plate on the inner window opening edge.

Compl y

9. Inside door handles shall be located to prevent accidental opening.

Compl y

10. Electric door locks with manual over ride key shall be provided for each door. A hide-away switch shall be provided on the outside of the cab, location to be approved at the pre-construction conference.

Compl y

D. Glass

1. Provide a contoured, two-piece, tinted windshield of automotive laminated safety plate with a minimum viewing area of 2,500 square inches. Windshield to be approximately 27" in height and approximately 100" in curved width. **NOTE – Bidders that wish to supply a single continuous windshield shall provide a replacement windshield with each vehicle as part of this bid.**

Compl y

2. The driver, when sitting with the seat properly adjusted, shall have a 15-degree upward field-of-view through the windshield and downward field-of-view to within 10' of the vehicle.

Compl y

3. Tinted automotive safety type door glass shall be provided in all four (4) doors. Door glass shall not rattle or rack excessively when partially opened. Rear door glass to be dark tinted.

Compl y

4. One (1) dark tinted automotive safety type fixed window, mounted in rubber, shall be provided on each side of the cab, between the front and rear doors. Minimum size shall be 20" high X 16" wide. The windows shall be located to provide maximum visibility to the rear-facing jump seat positions.

Compl y

5. Window tint color and percentage of visible light transmittance to be determined at the pre-construction conference. Spray or externally applied tint not acceptable.

Compl y

E. Windshield Wipers

1. Provide two (2) self-parking, electric windshield wiper motors, two-speed control switches. The wiper blades shall be no less than 20" long and shall have a pantograph type sweep. The wiper motor pivot points shall be appropriately positioned, within 2" of their respective driver and officer seat centerlines, to properly sweep the viewing area clear in front of the driver and officer. The wipers shall appropriately clear, to the satisfaction of the District, no less than 85 percent of their respective windshields. The wiper motors shall have access panels and be easily serviceable. **No exceptions.**

Compl y

A. Mirrors

- | | |
|--|--------|
| 1. Two (2) door mounted electric adjusted, stainless steel rectangular, West Coast style, one-piece rear view mirrors with a total of 96 square inches of total area shall be provided. The mirrors shall be mounted as far forward as practicable. An 8" diameter convex mirror shall be mounted below the rectangular mirrors. The mounting brackets shall be stainless steel and shall not allow mirror to vibrate when engine is running. The mirrors shall not come in contact with any part of the cab. Controls for the mirrors shall be within easy reach (close proximity) of the driver. | Comply |
|--|--------|

B. Cab Trim-Steps-Storage Compartment

- | | |
|--|--------|
| 1. Aluminum drip rails shall be installed above cab doors to prevent water from entering. | Comply |
| 2. Stainless trim plates or escutcheon around door handles. | Comply |
| 3. Black rubber fender extensions if needed to cover the tire tread in a straight ahead position. | Comply |
| 4. Door step wells and fender curves shall be polished aluminum tread plate. Cab steps shall be cast aluminum strut or equal. | Comply |
| 5. Provide a watertight removable storage compartment in the officer step well. The compartment shall be as large as practicable, minimum dimensions 25" wide x 12" deep x 14" high. The drop down door shall have a positive action, stainless steel recessed large "D" handle twist-type single point cam latch, easily operable with a gloved hand. The horizontally hinged door shall be provided with a full length, heavy-duty, stainless steel, piano-type hinge and stainless steel pin. The hinge shall have a positive action. Pin shall be secured to prevent creeping. | Comply |
| 6. Provide a battery access door in the right and left rear cab step wells, directly below the rear cab doors, as large as space shall permit, with horizontally hinged, drop down doors and polished chrome plated push button style, compression latches. The exact size, location and lock to be approved by the District at the pre-construction conference. | Comply |
| 7. The front wheel wells shall have removable aluminum | Comply |

liners.

8. For the front tire and wheelhouse clearance, a minimum all-around clearance shall be maintained when the spring is fully deflected and the wheels turned to the locked position, per SAE recommended standards.

Compl y

35. CAB INTERIOR

A. General

1. The cab interior shall have an "OPEN SPACE" design with no wall, window or air conditioning obstruction between the front and rear crew areas to inhibit direct communications, visibility or air circulation in the cab. Cab interior to have provisions for comfortably seating six (6) fire fighters in full fire fighting turnout gear in the seating positions reflected herein.

Compl y

2. All cab interior surface, including the metal dashboard, doors and ceiling shall be covered with upholstered panels with heavy-duty padded smooth vinyl. Color to be gray. Any painted surfaces shall match the primary cab exterior color.

Compl y

3. Provide an easily removable headliner.

Compl y

4. Provide bottom hinged storage box in the officer kick panel, below the dash panel. Box to be as large as practical and have large, stainless steel locking D-ring handle or paddle latch with single point lock. District to approve key code.

Compl y

5. Provide a minimum 8" polished aluminum tread plate kick panel across the lower portion of the interior side of each door for scuff protection.

Compl y

6. Provide an aluminum or stainless steel strip with, a minimum of 96 square inches of reflective material, across the bottom of each door, directly above the scuff protection. Color, size and mounting configuration to be determined at the pre-construction conference.

Compl y

Compl y

7. Provide a minimum 18" wide polished aluminum tread plate floor covering over the insulated floor mat immediately adjacent to each seat, including the fold-down seats.

Compl y

8. Stainless steel protection shall be used to protect finish from seat belt contact.

Compl y

9. Provide the driver and passenger positions with

Compl y

adjustable dark tint poly carbonite sun visors, at least 6" wide x maximized length available. The sun visors shall not interfere with the driver or officer controls or instruments and shall be provided with positive restraints to keep the visors in the stored position when operating off-road. Placement to be determined at pre-construction. **No exceptions.**

10. Provide as much storage as practicable under the driver and passenger seats.

Compl y

11. Provide two (2) storage boxes on the engine enclosure. The boxes shall be as wide as the engine enclosure and approximately 10" wide x 10" tall. The box shall be fabricated from aluminum and painted with textured gray paint. Exact style and mounting location to be approved by the District.

Compl y

B. Insulation

1. Entire cab, doors and underside, not including engine enclosure or any cab areas exposed to temperatures in excess of 200°F, shall be completely insulated with Barymat BTRLAX3- 14BY or equal to reduce heat and noise penetration into the cab interior. Insulation to have a reinforced aluminum foil face, 1" sound absorbing polyurethane foam, 1.0#/sf barrier, 1/4" foam decoupler and a 3 mil acrylic pressure sensitive adhesive with craft paper. All insulation materials used on the underside, including the area above the wheel wells, shall be securely fastened to mating panel with mechanical systems and adhesives. The mechanical system shall not conduct heat into the cab. All joints to be sealed with high quality aluminum duct tape. The installation shall follow the recommendations of the insulation material manufacturer and be acceptable to the District. **No exceptions.**

Compl y

2. The cab interior noise level shall not exceed 80 dBA at any seat location, without any warning devices in operation, when measured with the vehicle traveling at a steady speed of 45 mph on a level, paved, smooth-surface road.

Compl y

3. Cab roof shall be acoustically insulated to maintain approved sound levels in cab and jump seat area.

Compl y

4. The cab floor shall be covered with Barymat M-1BTY or equal sound insulating floor mat.

Compl y

Compl y

C. Engine Enclosure

- | | |
|--|----------------|
| <p>1. The engine enclosure shall be constructed of aluminum. The underside shall be completely insulated with Barymat BMFTRLAX3-14BY or equal to reduce heat and noise penetration into the cab interior. Insulation to have a reinforced aluminum foil face, 1" sound absorbing melamine foam, 1.0#/sf barrier, 1/4" polyurethane foam decoupler and a 3 mil acrylic pressure sensitive adhesive with craft paper. All insulation materials used on the underside of the enclosure shall be securely fastened to mating panel with adhesives and enclosed in a 100% light gauge aluminum panel enclosure system secured by stainless steel threaded hardware that does not conduct heat into the cab. All joints to be sealed with high quality aluminum duct tape. The installation shall follow the recommendations of the insulation material manufacturer and acceptable to the District. No exceptions.</p> | <p>Compl y</p> |
| <p>2. The engine enclosure shall be covered with sound absorbing Barymat M-1BTY or equal material to reduce engine heat and sound penetration. No exceptions.</p> | <p>Compl y</p> |
| <p>3. Heavy-duty smooth gray vinyl shall be permanently sewn or bonded to the insulating material and fastened to the hood as a decorative covering. The edges of the vinyl and insulating materials shall be bound to protect against unraveling. No exceptions.</p> | <p>Compl y</p> |
| <p>4. The enclosure shall be flat and level but tapered on the sides to provide additional elbow and shoulder room for the driver and officer. Enclosure height shall be as low in profile as possible to allow for maximum cab room for occupants.</p> | <p>Compl y</p> |
| <p>5. The enclosure shall be designed with sufficient clearance to preclude contact with non-cab mounted components under any on or off road driving conditions, i.e.; engine, radiator, charge air after cooler, accessories, etc.</p> | <p>Compl y</p> |
| <p>6. Enclosure shall support a Mobile Data Terminal (approximate weight 25 lbs.).</p> | <p>Compl y</p> |
| <p>7. Access door/s shall be provided for routine fluid checks. The door/s shall be appropriately sealed and latched, to the satisfaction of the District, to prevent heat or air from entering the cab interior when in the closed position. No exceptions.</p> | <p>Compl y</p> |
| <p>NOTE: The successful bidder shall supply the District with samples of material to be used for approval at pre-construction.</p> | <p>Compl y</p> |

D. Instrument Panel

- | | |
|---|--------|
| 1. The fully hinged metal instrument panel shall be non glare black or gray. The panel shall be provided with a stainless steel piano-type hinge and quick release attachments for maintenance. | Comply |
| 2. All instruments or gauges requiring pressure or vacuum lines shall have flexible connector hoses with enough slack to allow panel to be hinged for maintenance. | Comply |
| 3. Ends of flexible hoses leaving instruments shall be fastened to securely mounted connector fittings or bars. | Comply |
| 4. Panel wiring shall be connected to a terminal strip. | Comply |
| 5. Instrument panel layout, including gauge descriptions, shall be submitted to the District for approval prior to start of manufacture. | Comply |
| 6. Panel to contain the following in addition to any instruments and indicators reflected herein: | Comply |
| a. Speedometer . (Direct Data-Bus) | Comply |
| b. Tachometer. (Direct Data-Bus) | Comply |
| c. Ammeter 300-0-300 with yellow LED discharge indicator light. (Induction feed without shunt) | Comply |
| d. Voltmeter with yellow LED low voltage indicator light. (Direct Data-Bus) | Comply |
| e. Engine temperature gauge with high temperature buzzer and red LED indicator light and low coolant level indicator light. (Direct Data-Bus) | Comply |
| f. Oil pressure gauge with low pressure buzzer and red LED indicator light. (Direct Data-Bus) | Comply |
| g. Air cleaner restriction gauge with indicator light. | Comply |
| h. Fuel gauge with yellow LED low fuel indicator light. | Comply |
| i. Fuel filter restriction light (yellow). | Comply |
| j. Transmission temperature gauge (measuring converter outlet temperature) and high temperature buzzer and red LED indicator light. (Direct Data-Bus) | Comply |
| k. Primary and secondary air reservoir pressure gauges with low air pressure buzzer and red LED indicator lights. (Direct Data-Bus) | Comply |
| l. Air application gauge (each axle). | Comply |
| m. Parking brake "ON" light. | Comply |
| n. Cab not latched indicator light | Comply |
| o. Pump engaged diagnostic L.E.D. light strip behind | Comply |

dash panel to monitor ECM functions between pump and road positions	
p. DPF regeneration indicator light	Compl y
q. DEF fluid level gauge	Compl y
7. All instruments shall have SAE J1939 direct data-bus interface. The instruments shall have black bezels, multi-color graphics, 270° pointer sweep, white LED backlighting, tip-to- hub illuminated pointers, return-to-zero feature and integral LED warning lights. Use of apparatus manufacturer's logo on the face plate is unacceptable. No exceptions.	Compl y
8. All data bus instrument options, i.e., programming, warning light colors and activation points, dial graphics and fonts, etc., shall be approved by the District at the pre-construction conference. No exceptions.	Compl y
9. The engine and transmission temperature gauge graphics shall display the temperature in 10° increments.	Compl y
10. The instruments shall have English graphics and displays only, metric graphics or displays unacceptable.	Compl y
11. All warning lights shall either be integral in the gauge or adjacent to its corresponding gauge.	Compl y
12. Provide a separate, standard layout diagnostic/warning light bar with seven (7) digit odometer. Odometer to read with battery on, engine off and shall not accumulate miles when in pump. District at pre-construction conference shall approve light bar.	Compl y
13. Separate sending units shall be provided for the instrument and pump panel fuel gauges. Float-type sending units with moving parts unacceptable.	Compl y
14. Low air buzzer shall sound different than low oil pressure and high temperature buzzers and shall be audibly different than the District's mobile data terminal. Custom buzzer options and events to be approved by the District at the pre-construction conference. No exceptions.	Compl y
15. All panel mounted data bus instruments, warning lights and buzzers shall be activated by a pushbutton test switch mounted convenient to the vehicle operator.	Compl y
16. Provide a matching speedometer in the officer position overhead with direct data-bus input. The speedometer shall have a large digital display easily observable by the officer and legible both day and night.	Compl y

17. Provide an audible and visual warning system to alert both the driver and tiller operator when the tractor and trailer approaches the maximum allowable "jackknife" angle.

Comply

18. Provide an Akron/Weldon or equal passenger seated and seatbelt monitoring system with lateral G indicator as required and approved by NFPA 1901. Mounting location to be approved by the District.

Comply

19. Provide an Akron/Weldon or equal Vehicle Data Recorder with lateral G indicator as required and approved by NFPA 1901. Mounting location to be approved by the District.

Comply

E. Controls

1. Brake treadle shall be as close to the throttle treadle as needed to permit maximum speed and full brake operation from full throttle position, but be far enough apart to prevent both treadles from accidentally being applied simultaneously.

Comply

2. Brake and throttle pedals shall be capable of being fully depressed to their maximum strokes without the pedals or the operator's feet coming into contact with any body panels, bolts, etc.

Comply

3. Floor mounted brake and throttle pedals shall be provided. A heel pad shall be provided for the accelerator for ease of operation.

Comply

4. Brake and throttle angles shall be such that operator's foot and ankle are not in hypo or hyper extension.

Comply

5. Brake and throttle pedals shall have non-skid surfaces against wet rubber or leather-soled shoes.

Comply

6. Throttle control shall be electronic.

Comply

7. The transmission gear selector pad shall be mounted to the right of the vehicle operator. The pad shall be backlit, No exceptions. The exact location to be approved by District.

Comply

8. The fire pump shift control shall be located in the cab in a location readily accessible by the driver. The exact location to be determined at the pre-construction conference.

Comply

9. The main fire pump shall have an air-operated shift control with a positive locking device. Electric or combination

Comply

shift operation not acceptable.

F. Steering Column

- | | |
|--|--------|
| 1. The upper steering column is to be fully adjustable, both tilt and telescoping, and shall be provided with a 20" steering wheel. | Comply |
| 2. A self-canceling directional switch is to be mounted on the steering column with an ICC four-way flash and high beam switch. | Comply |
| 3. The steering post from the floor to the horn button shall be not less than 31" at its lowest position. | Comply |
| 4. Sufficient clearance shall be maintained to enable a 6'6" firefighter to operate the vehicle without their knee contacting the steering wheel or any other part of the apparatus. | Comply |
| 5. Align steering wheel with the center of the driver's seat. | Comply |

G. Seats

- | | |
|--|--------|
| 1. Seat belts shall be INDIANA MILLS or equal and shall have the "SLIDING KOMFORT LATCH" feature. Seat belts shall not be an integral component of the seat assembly. Buckle portion of the seat belt shall be accessibly mounted on a durable, rigid or semi-rigid stalk. All cab seats shall be equipped with a combination lap and adjustable shoulder belt, Part #F-06628 or equal with seatbelt latched indicator switch. The uppermost shoulder belt attachment points shall be vertically adjustable. Seat belt buckles shall not mate with the waist buckle on any SCBA. All seat belt webbing shall be bright red in color. Positioning of the seat belts shall be made at the chassis inspection. All seats shall be as described or equals. | Comply |
| 2. Driver's air ride seat shall be H.O. Bostrom Company Inc. Sierra Air-50LX/HD #9579-9291 or equal with 7" minimum fore and aft adjustment and tilt with passenger seated indicator switch. | Comply |
| 3. Officer's air ride seat shall be H.O. Bostrom Company Inc. Sierra Air-50LX/HD #9579-8291 or equal with 7" minimum fore and aft adjustment and tilt with passenger seated indicator switch. | Comply |
| 4. Two (2) H.O. Bostrom Company Inc. Sierra Tanker High Back or equal rear facing jump seats shall be provided | Comply |

behind the driver's compartment, directly behind each driver and officer seat. Mounting to be approved by the District, **no exceptions**. The non-suspension seats shall be fixed mounted and provided with the **Secure All SCBA Locking System** and passenger seated indicator switches. Side pads shall be configured to accept the latest District SCBA system. These seats shall be ABTS model with seatbelt in the seat. This is the only positions that ABTS is acceptable.

5. Provide two (2) forward facing, H.O. Bostrom Company Inc. Flip-Up seats or equal. The seats shall be mounted on the rear interior wall as far outboard as practical with passenger seated indicator switches. Compl y

6. The heavy-duty seat upholstery shall be H.O. Bostrom Company Inc. **"Grey Tweed Durawear"** or equal. Cushions and backs to be constructed with springs and a molded live foam rubber padding not less than 4" thick. Cushion welting bead shall be located to prevent tearing easily when entering or exiting apparatus. Compl y

7. Seats shall provide a comfortable, safe and efficient operating position. Compl y

8. With the driver and officer seats in the lowermost position, the vertical cab floor to top of seat bottom cushion height, when measured 5" forward of the seat back, shall not be less than 17", and shall adjust upward a minimum of 3". With all cab seats in the uppermost position, the vertical dimension from the top of seat bottom cushion to the headliner, when measured 5" forward of the seat back, shall not be less than 39". The rear facing jump seats and forward facing fold-down seats shall have a vertical cab floor to top of seat bottom cushion height, when measured 5" forward of the seat back, of 18" plus or minus 1". Compl y

9. The driver's seat shall be centered on the steering wheel. The distance from the front of the driver's seat back cushion to the rear most edge of the steering wheel when the seat is in the rearmost position shall not be less than 19". Fore and aft adjustment of the seat shall not be less than 4". Compl y

10. Two (2) Zico KD-LP6-SF-PHS or equal BA bracket shall be supplied loose. Compl y

H. Interior Grab Handles-Grab Bars-Footrest

1. Two (2) non-slip grab handles shall be provided on the inside of each cab door, one (1) mounted vertically for gaining Compl y

access to the apparatus and one (1) mounted horizontally for closing the door. Exact location to be determined at pre-construction conference.

Compl y

2. One (1) non-slip grab handle shall be provided on each "A" post to assist in gaining access into the cab.

Compl y

3. Provide grab handles or bars wherever necessary to enable personnel to safely mount and dismount the apparatus safely.

Compl y

4. Officer position to have a fold up tread plate footrest mounted on the forward bulkhead wall. Mounting location to be approved by District.

36. CLIMATE CONTROL

A. Air Conditioning, Heating, Defrosting

1. Provide a dual roof mounted SGM or equal combination air conditioning/heating/defrosting system capable of cooling a heat saturated cab interior temperature of 100°F, of the completed apparatus as delivered, down to 73°F in 30 minutes with an outside ambient temperature of 100°F and 50% humidity. Mounting shall be as close to the center of the cab as practical, **No Exceptions.**

Compl y

2. System shall utilize one (1) International Components Engineering #TM-31HD or Department Approved Equal compressor, mounted as close to level as practicable. The compressor shall have a serpentine Poly "V" drive belt system installed in accordance with the compressor and belt manufacturer's requirements and approved by the District. In the event of compressor/clutch failure, critical belt driven systems shall not be reliant upon the compressor drive.

Compl y

3. Air conditioning hoses and fittings to be appropriately sized to the compressor and other specified air conditioning components. Minimum hose size, #10 hose for discharge and #12 hose for suction. Reduced barrier hoses utilizing steel "Beadlock" crimp style fittings, the use of "EZ Clip" fittings are unacceptable, No Exceptions. Hose splits, Y's or T's shall only take place above the roof line.

Compl y

4. Heater hoses shall be 5/8" silicone and shall be adequately protected through all routings. Connections shall be made with approved silicone hose clamps only. Hose connections shall be brass, **No exceptions.**

Compl y

5. Provide two (2) condensers, each rated at a minimum of 32,500 BTU with a minimum 2,500 CFM output.

Compl y

6. Provide two (2) evaporator/heater kits (SGM D6200 or equal) each rated at a minimum of 25,000 BTU with a minimum blower output of 400 CFM through the louvers. The evaporator/heater louvers and controls shall penetrate the cab roof into occupant compartments to the least extent practicable but shall be located to be conveniently accessible to occupants while seat belted with six (6) 4" adjustable louvers over the windshield for defrosting. Final control and louver locations to be determined at cab inspection. Drain line routing shall be done in an unobtrusive manner through the cab structure and shall ensure condensation does not pool in the bottom of the units. No additional heater cores shall be provided anywhere in the cab. Condensate or leak drainage through the interior of the cab, onto the occupants, roof or windshield shall not be acceptable under any conditions.

Compl y

7. System shall be compatible with R134A refrigerant.

Compl y

8. Any visible exterior covers or panels shall be polished aluminum tread plate or painted the same color as the top of the cab.

Compl y

B. Electrical

1. The 12-volt system for the air conditioners shall have first priority to be load managed.

Compl y

2. System to utilize clearly labeled automatic reset-type circuit breakers.

Compl y

3. The master air conditioning on/off control switch shall be provided in the driver's compartment evaporator control panel only. Fan speed controls shall be provided for each evaporator unit to individually regulate air circulation with or without the air conditioning system being activated.

Compl y

4. The air conditioning system shall be configured to operate when the vehicle's engine is running only. **No exceptions.**

Compl y

5. The blowers, in both evaporators, shall be in operation whenever the air conditioning system is activated. If either the front or rear evaporator fan speed switch is in the "off" position, then the evaporator blower in the "off" position shall default

Compl y

to low speed.

6. Provide a defrost position switch that shall divert primary air flow to the windshield louvers and activate the compressor. The defrost function shall utilize heater cores and evaporators for maximum moisture removal from the windshield. The heater/defroster unit shall clear the windshield in half the time required in SAE Standards.

Compl y

37. ELECTRONICS COMPARTMENTS & OFFICER'S CONSOLE

A. Provide a Sunnex Series 900 or equal 12-volt, L.E.D. map light with a light mounted switch located adjacent to the officer's seat in the cab. The master battery control switch shall control the light. Mounting location to be approved by the District.

Compl y

B. Provide a compartment in the upper dash with a hinged 3/16" brushed aluminum cover facing the officer. The hinged cover to be positively secured with three stainless steel screws.

Compl y

C. Provide an overhead console between the driver and officer at the forward most cab center roofline equipped with a hinged fold-down lower access panel and split brushed aluminum face plate. Approximate dimensions, 27" x 12" x 4".

Compl y

D. Provide a polished aluminum diamond plate electronics cabinet on the rear cab bulkhead to the ceiling approximately 30" wide x 10" deep x 18" above the floor. The cabinet shall be constructed with 2" x 45° chamfers on the outside vertical corners and a 2" lip around to face creating access opening. Provide a quick release access cover with flush push latches. Provide vertical Uni-strut on the rear wall of the cabinet with a two (2) piece aluminum mounting plate for District installed electronics. Provide bottom vent louvers and two (2) thermostat controlled 12VDC electronics cooling fans in the upper sides.

Compl y

E. Provide two (2) 4" wide x 1-1/2" high opening wire chases between the front and rear overhead consoles inside the headliner.

Compl y

The following conduit and wiring routing shall be provided:

1. One (1) 12-volt, 6-gauge positive battery wire with 50-amp automatic reset-type circuit breaker. Wire to run from the common terminal on master battery control switch to an insulated junction block terminal mounted in an unobtrusive location under the dash in front of the

Compl y

officer. A 6 gauge jumper wire shall run from this junction to the rear electronics cabinet and insulated with no termination. Label **"BATTERY SWITCH"**

- | | |
|--|---------|
| 2. One (1) 12-volt, 2-gauge positive battery wire with 150-amp manual reset-type marine grade circuit breaker. Wire to run direct from the right battery bank to an insulated junction block terminal mounted in an unobtrusive location under the dash in front of the officer. A 4 gauge jumper wire shall run from this junction to the rear electronics cabinet and insulated with no termination. Label "BATTERY POS." | Compl y |
| 3. One (1) 12-volt, 0-gauge negative battery wire. Wire to run direct from the right battery bank to an insulated junction block terminal mounted in an unobtrusive location under the dash in front of the officer. A 2 gauge jumper wire shall run from this junction to the rear electronics cabinet and insulated with no termination. Label "BATTERY NEG." | Compl y |
| 4. Adequate cable lengths shall be provided at each end point for upfitting and service to the satisfaction of the District. | Compl y |

38. TILLER CAB

- | | |
|---|---------|
| A. Provide a fully enclosed tiller cab that may be removed for repair in the event of cab damage. The tiller cab shall have a maximum exterior width of 42" and a minimum interior floor to ceiling height of 55". The lower 4" of the tiller cab shall have a polished stainless steel toe kick around walk areas. | Compl y |
| B. The tiller cab shall not have windshield corner posts that inhibit the tiller operator's field of view. The windshield shall be readily available and non-proprietary. | Compl y |
| C. Provide a self-parking, electric windshield wiper motor. Two-speed switches to be mounted in the tiller cab's overhead switch panel. The wiper shall appropriately clear the windshield to the satisfaction of the District. The wiper motor shall have an access panel and be easily serviceable. | Compl y |
| D. Provide a windshield washer system. Control switch to be mounted in the tiller cab's overhead switch panel | Compl y |
| E. Provide hinged and insulated suicide-type doors, one (1) on each right and left side of the tiller cab. The doors shall be capable of locking in the open position. The doors shall | Compl y |

utilize adequate latching to prevent the frame from rattling. The doors shall have sliding-type windows, as large as practicable. The forward window glass shall slide horizontally rearward to open and the rear window glass to be fixed. The windows and size shall be determined and approved by the District at the pre- construction conference.

F. Provide a dark tint drop-down sliding-type rear window in the tiller cab, as large as practicable, approximately 39" wide x 25" high. The upper window glass shall slide vertically downward to open and the lower window glass to be fixed. The window and size shall be determined and approved by the District at the pre-construction conference.

Compl y

G. Provide a fixed sun roof, approximately 29" wide x 14" long, on top of the tiller cab. Sun roof glass to be tinted as dark as possible to provide maximum solar protection. Sun roof, solar protection and exact mounting location to be determined and approved by the District at the pre-construction conference.

Compl y

H. The tiller windshield and side glass to have a standard factory tint. Spray or externally applied tint **not** acceptable.

Compl y

I. Provide the tiller operator's position with an appropriately sized adjustable dark tint poly carbonite sun visor. The sun visor shall not interfere with the tiller operator's view when stowed and shall be provided with positive restraint/s to keep the visors in the stowed position when not in use. **No exceptions.**

Compl y

J. Provide four (4) flush frame-style adjustable vents with tube handles, one (1) on each right and left side of the front and rear bulkheads of the cab. Exact size and locations of the vents to be determined and approved by the District at the pre-construction conference.

Compl y

K. Provide a white/red Whelen or equal LED dome light inside the tiller cab.

Compl y

L. Provide the interior of the tiller cab with turn signal indicator lights connected to the tractor turn signal wiring. Lights and exact mounting locations to be determined and approved by the District at the pre-construction conference.

Compl y

M. Provide (3) Truck-Lite #35207Y or equal LED indicator lights, with armored brackets, energized by the running light circuit and mounted vertically on the back of the tractor cab air conditioning unit. These lights shall indicate the trailer's position in relationship to the tractor cab and all three (3) lights shall be visible, between the aerial's handrails, to the tiller operator when

Compl y

the tractor and trailer are in an inline configuration. Exact mounting location to be determined and approved by the District at the pre-construction conference.

N. Provide two (2) adjustable, rectangular, convex rear view mirrors, one (1) on each interior outboard side of the tiller cab. Mirrors and exact mounting locations to be determined and approved by the District at the pre-construction conference.

Comply

O. Provide a H.O. Bostrom Co. Sierra or equal low back seat with Grey Tweed Durawear upholstery and 5" minimum fore and aft adjustment with passenger seated indicator switch. The seat shall be centrally located behind the aerial ladder to give the tiller operator maximum visibility. The seat shall mount on a storage box with side access openings. The cab floor to top of seat bottom cushion height, when measured 5" forward of the seat back, shall not be less than 14" and the top of seat cushion to headliner height, when measured 5" forward of the seat back, shall not be less than 39".

Comply

P. Provide the tiller cab seating location with an INDIANA MILLS or equal retractable lap belt with a seatbelt latched indicator switch.

Comply

Q. Provide two (2) 8" stainless steel exterior convex rear view mirrors, one on each right and left side of the trailer, slightly forward of the tiller axle, for the purpose of viewing tiller wheel position and road blind spots. All hardware to be stainless steel. Mirrors and mounting locations to be determined and approved by the District at the pre-construction conference.

Comply

R. A rear vision camera system shall be provided to allow the tiller driver to visually see the sides of the apparatus while in the tiller cab. The system shall include two (2) 7.0" flat panel LCD color monitor mounted adjacent to the tiller driver one for each side camera. The system shall also feature a microphone on the camera and speaker built into the monitor. Two (2) side mounted wide angle camera shall be mounted on the driver's and officer side of the body to allow the tiller driver to see each side of the tiller body as well as the rear trailer steering tires. The tiller cab cameras will be positioned on the access ladders facing forward toward the steer axle. The driver side vision camera shall automatically activate when the driver side turn signal is activated. The officer side vision camera shall automatically activate when the officer side turn signal is activated.

Comply

S. Provide one (1) 800 BTU minimum, 3 speed, electric controlled defroster for the tiller cab (HEATER CRAFT 1002H24 or equal) including all necessary components for

Comply

proper operation. Body builder shall install a 12v to 24v step inverter to provide increased defroster capabilities. Mounting locations to be approved by the District at the pre-construction conference.

T. Provide two (2) six (6) inch diameter auxiliary fans, with fan mounted two-speed toggle switches, suspended from the tiller cab overhead, one (1) on each right and left side. The fans shall be capable of being rotated 360-degrees, for windshield defrosting or personnel comfort, and shall not interfere with access to the tiller operator's position. Fans and exact mounting locations to be determined and approved by the District at the pre-construction conference.

Compl y

U. Provide a tilt, telescopic steering column with severe service bracing. The column and shaft relationship shall produce a smooth feel when turning the wheel 360*. Provide an easily accessible mechanical lockout device outside of the cab that shall maintain the tiller wheels in a straight line with the tractor for one-person transportation.

Compl y

V. Provide an audible and visual warning system to alert both the driver and tiller operator when the tractor and trailer approaches the maximum allowable "jackknife" angle. Warning system, audible and visual warning devices and exact mounting locations to be determined and approved by the District at the pre-construction conference.

Compl y

W. Provide a two-way buzzer and indicator light communication system between the tiller operator and tractor driver. This system shall be installed in addition to the intercom system. Provide a Linemaster Compact #491-S or equal foot switch, labeled "**ALARM**", mounted in front of the tiller operator on the tiller cab floor, to the right of the steering column. Provide a waterproof momentary pushbutton switch, labeled "**ALARM**", in front of the driver on the left side of the tractor cab dash panel. This system shall also be activated in the tractor cab when the parking brakes are released and the tiller operator is not present. The buzzers, lights and exact mounting locations to be determined and approved by the District at the pre- construction conference.

Compl y

X. Provide foot activated dead-man system in the tiller cab to prevent the apparatus from being started until the tiller operator responds to the two-way buzzer and indicator light communication system reflected in the previous paragraph. Mount the Linemaster Compact #491-S or equal foot switch in front of the tiller operator on the extreme right side of the tiller cab floor. Provide a polarized override jumper connector at an approved location for one-person transportation.

Compl y

Y. Provide a dimmer switch to control the tiller cab's overhead switch panel illumination. Comply

Z. Provide three (3) switches, labeled "**STEP LIGHTS**" for controlling the tiller cab access step lights. One (1) switch to be mounted in the tiller cab's overhead switch panel and one (1) waterproof momentary pushbutton switch to be mounted on each right and left side of the trailer, adjacent to the tiller cab access steps. Comply

39. **TRACTOR-TRAILER BODY AND COMPARTMENTS**

A. **General**

1. Provide modular body consisting of independent modules. Pump enclosure module to be completely isolated or segmented from the cab and trailer to have a minimum of five (5) trailer modular compartment body modules to allow for frame flexing without subjecting body panels to exceptional torsional stresses. Comply

2. The body side sub-frame and modular assemblies shall be designed and assembled to provide maximum strength and durability under all operating conditions. Comply

3. Pump enclosure body sub-frame to be all welded configuration utilizing appropriately sized structural angle, c-channel or rectangular steel tubing and shall support the full length and width of the body. Frame cross tubes to be capped and butt welded at termination points. Compartments to be an integral part of body weldments. Sub-frame to be bolted to chassis frame at a minimum of four points Comply

4. Trailer body sub-frame to be all welded configuration utilizing appropriately sized structural rectangular T-6 aluminum tubing and shall support the full length and width of body. Frame cross tubes to be capped and butt welded at termination points. Compartments to be integral bolt on component of the sub-frame. Sub-frames to be bolted to chassis frame at a minimum of four points. Comply

5. Body, compartment panels and side panels, unless otherwise specified herein, shall be fabricated from a minimum of 1/8" aluminum weldments or formed sections. Compartment boxes to be primarily formed with a single piece of material and shall be adequately engineered and braced with structural members to provide stability. Body width shall be the maximum possible at the side panels unless otherwise specified herein. Comply

Running board compartments to have 3/16" bottoms.

6. All compartments shall be provided with adequate bracing underneath to prevent flexing due to weight and adverse off-road operating conditions. Comply

7. All compartment door frame work shall be adequately reinforced to minimize body sheet metal flexing and cracking due to high frequency of door opening and closing. Comply

8. Prior to assembly, if bolted construction is used, prime all flanges and joints in the body with ALUMILASTIC or approved equal, for rust protection. Comply

9. All fasteners used on the exposed faces of the body, including insides of compartments, shall be either of truss head or step bolt-type. Comply

10. All edges of the transverse and longitudinal hose beds and aluminum hose bed dividers shall be finished to prevent hose couplings from hanging up when being removed from the hose bed. All outboard hose bed divider ends shall be provided with a radius. If the forward end of the dividers extends above the body, they shall also be provided with a radius. All hose bed dividers shall be smooth sided and adequately braced at both ends to prevent movement. Comply

11. Removable aluminum slats shall be provided for all hose beds. There shall be a maximum 1/4" spacing between slats. Slats shall be removable in sections without removing the hose bed dividers. Comply

12. All hose bed dividers shall be fully adjustable without modification to the duckboards. Comply

13. Extruded aluminum drip rails or similarly fashioned compartment type overlays shall be installed above all exterior compartments to prevent water from entering. Comply

14. Provide polished aluminum channel or similar rub rails that shall protrude outboard of the compartment doors, painted body surfaces and rear cab steps. Running board and tailboard protrusions to match rub rails. Comply

15. All compartments shall be a sweep-out type and shall have flush mounted box pan type hinged doors. Comply

16. All compartments shall be completely sealed to the satisfaction of the District and shall be dust proof and watertight to the maximum extent practicable. Compartments to be Comply

provided with removable, chrome plated or stainless steel louvered vents. **No exceptions.**

17. Each enclosed compartment shall have automatic, individually illuminated, OnScene Solutions or equal, L.E.D. strip lighting. The switch and wiring shall be properly insulated and protected from loose equipment. All compartment lights shall be mounted as far outboard as practicable, out of the normal path of equipment moving in and out of the compartment. Adequate illumination shall be provided for the entire compartment space. (See Electrical)

Compl y

18. All pump enclosure and compartment body inner door panels shall be brushed aluminum.

Compl y

19. Polished aluminum diamond plate may be substituted for NFPA tread plate on vertical and no-step surfaces.

Compl y

20. There shall be doors or quick release openings to provide adequate access to pump, piping and any part of the apparatus requiring periodic service or repair. These openings shall be fabricated to the satisfaction of the District.

Compl y

B. Transverse Hose Beds

1. Provide a transverse hose beds as large as possible, with an adjustable divider, shall be located in the upper section of the pump enclosure body, directly behind the water tank.

Compl y

2. The minimum dimension of the bed shall be 18" wide x 15" high.

Compl y

3. The interior surfaces of the hose beds and partitions shall be brushed aluminum or stainless steel. A 1" minimum diameter tubing reinforcement shall be welded to the top and outer ends of the partitions and outer walls. Radiused stainless steel lower scuff plates to be provided at each end of the hose beds.

Compl y

4. Two (2) transversely hinged 3/16" polished aluminum tread plate covers, with a 90-degree bend on the rear edge, shall be installed over the hose beds with locking devices to secure the covers in both the opened and closed positions. The full width piano-type stainless steel hinges, with stainless steel pins, shall be mounted on the forward side of the compartment. Each cover shall support the weight of a fire fighter standing on it in the closed position. Provide mesh webbing with positive retention over side openings of hose beds to secure hose lays from sliding out. Final approval of

Compl y

system to be determined at pre-construction.

5. Provide easy access to the hose beds on each side of the apparatus. Folding access steps may be required. District to approve access and the possible mounting locations of folding steps. Comply

6. The distance from the top of the running board to the top of the hose bed slats shall not exceed 46". Comply

C. **Longitudinal Hose Bed**

1. The top loading hose bed shall be located in the trailer to the left of the ground ladders. Comply

2. The hose bed shall have adequate capacity to carry a minimum of either 600' of 4" synthetic rubber hose to be loaded flat. Comply

3. The hose compartment shall be approximately 170" long x 14" wide x 28" deep. Comply

4. While maintaining adequate drainage the floor of the hose bed shall also be protected from dirt and debris blowing up into the hose pack. Comply

5. The top of the hose bed slats shall be a maximum of 58" above ground level. Comply

6. The top loading hose bed shall be provided with a minimum of three (3) inboard hinged, progressively opening, polished aluminum tread plate doors, approximately 51-1/2" long x 10-1/2" wide. The doors shall be provided with full length, heavy duty, stainless steel, piano-type hinges and stainless steel pins. The pins shall be secured to prevent creeping. Provide the doors with positive action, stainless steel recessed large "D" handle twist-type single point cam latches, easily operable with a gloved hand. The latches shall be protected from hose coupling damage, but accessible for removal, service and repairs. The interlocking doors shall progressively open from front to back and shall be capable of supporting 500 lbs. The doors shall be capable of remaining in the fully open position while loading hose. Comply

7. Rear access to the longitudinal hose bed compartment shall be enclosed by a full width, vertically outboard hinged, painted door and the ground ladders by a horizontal top hinged door. These doors shall be provided with Comply

full length, heavy duty, stainless steel, piano-type hinges and stainless steel pins. The pins shall be secured to prevent creeping. Two (2) appropriately sized gas spring door stays shall be provided on the ground ladder compartment door and one (1) nylon strap on the outboard side of longitudinal hose bed compartment door. The door stays/strap shall hold the doors, when open, at a minimum 100 degree angle. The door stays shall be protected from equipment damage where necessary.

8. Provide one (1) watertight longitudinal tool storage compartment, accessible from the top of the trailer, approximately 77" long x 16" wide x 26" deep, to the left of the aerial ladder just forward of the longitudinal hose bed. The compartment shall have two (2) inboard hinged, polished aluminum tread plate doors, each approximately 34" in length and capable of supporting 500 lbs. Provide doors with full length, heavy duty, stainless steel, piano-type hinges and stainless steel pins. The pins shall be secured to prevent creeping. Provide each end of the compartment doors with an appropriately sized gas spring door stay to hold the door fully open.

Compl y

9. Provide two (2) watertight longitudinal tool storage compartments, accessible from the top of the trailer. One (1) compartment, approximately 77" long x 14-1/2" wide x 9" deep, shall be located to the right of the aerial ladder, longitudinally opposite the left tool storage compartment and one (1) compartment, approximately 50" long x 14-1/2" wide x 9" deep, shall be located to the right of the aerial ladder just aft of the aforementioned right tool storage compartment. These compartments shall have inboard hinged, polished aluminum tread plate doors capable of supporting 500 lbs. Provide doors with full length, heavy duty, stainless steel, piano-type hinges and stainless steel pins. The pins shall be secured to prevent creeping. Provide each end of the compartment doors with an appropriately sized gas spring door stay to hold the door fully open.

Compl y

D. **Tractor Compartments**

The following enclosed watertight compartments shall be provided. All dimensions reflected herein are approximations and compartments shall be as large as practicable.

Compl y

1. One (1) polished aluminum tread plate horizontally hinged drop down battery access door, without door stays, on each right and left side of the tractor, in the rear step wells, directly below the rear cab doors with polished chrome

Compl y

plated push button style, compression latches. The exact size, location and latch to be approved by the District at the pre- construction conference.

2. One (1) brushed stainless steel compartment integrated on each right and left side of the water tank enclosure body, directly above the running boards, maximum width, height and depth, with vertically hinged matching stainless steel doors, without door stays. The compartments shall extend inboard as deeply as practicable below the tank bottom. The exact size and location to be approved by the District at the pre- construction conference.

Comply

3. One (1) polished aluminum tread plate compartment on each right and left side of the apparatus, just aft of the pump enclosure body, directly above the running boards, with horizontally hinged dropdown polished aluminum tread plate doors. Left compartment to be 18" wide x 18" high x 14-3/4" deep and right compartment to be 18" wide x 18" high x 24" deep. The exact size and location to be approved by the District at the pre-construction conference.

Comply

4. One (1) polished aluminum tread plate tray, 10-1/2" deep x 8-1/2" high x 60" wide, running transversely from right to left side, just aft of the pump enclosure body. A 1" minimum diameter tubing reinforcement shall be welded to the three (3) top outer edges of the tray, just aft of the pump enclosure body. The exact size and location to be approved by the District at the pre-construction conference.

Comply

E. **Trailer Compartments**

The following enclosed compartments shall be furnished. All dimensions reflected herein are approximations and compartments shall be as large as practicable.

Comply

1. One (1) compartment on each right and left side of the trailer, just aft of the trailer goose neck and outriggers, with a vertically hinged door, 61" high x 30" wide x 28" deep. These compartments shall have a 25" minimum door opening and transverse to the maximum extent practicable. The left compartment shall have two (2) adjustable shelves and the right compartment shall have an adjustable shelf and Slide Master or Department Approved Equal roll-out tray for an Amkus power unit. The tray shall lock when either fully retracted or extended. The compartments shall have provisions for mounting a Stokes stretcher in the upper transverse. The exact size and location to be approved by the District at the pre-construction conference.

Comply

2. One (1) compartment on each right and left side of the trailer, forward of the enclosed ground ladder storage and longitudinal hose bed, with vertically hinged doors, 61" high x 48" wide x 28" deep. The right compartment shall transverse to the maximum extent practicable. The upper section of the left compartment shall not transverse to the right compartment. The left compartment shall have an inner compartment to provide for a watertight penetration of the 24' double ended wall ladder from the rear enclosed ground ladder storage. Provide ten (10) Zico or equal plastic, stackable SCBA bottle tubes for 45 minute bottles with restraint straps in the left compartment. Tubes to be stacked two high and five across on a shelf. Installation to be approved by the District. An adjustable shelf and Slide Master or Department Approved Equal roll-out tray shall be provided in both left and right compartments. The trays shall lock when either fully retracted or extended. The exact size and location to be approved by the District at the pre-construction conference.

Compl y

3. Provide (3) compartments on each right and left side of the trailer, in the remaining space forward of the tiller axle, aft of the aforementioned trailer compartments in paragraphs 1 and 2, with vertically hinged doors, 31" high x 40" wide x 28" deep. These compartments shall transverse to the maximum extent practicable. An adjustable shelf and Slide Master or Department Approved Equal roll-out tray shall be provided in both left and right compartments. The trays shall lock when either fully retracted or extended. The exact size and location to be approved by the District at the pre-construction conference.

Compl y

4. One (1) compartment on each right and left side of the trailer, aft of the tiller axle, with vertically hinged doors, 31" high x 51" wide x 28" deep. Provide a Slide Master or Department Approved Equal roll-out tray, fitted for a Honda EM 5000 portable generator, in the right compartment. The tray shall lock when either fully retracted or extended. Provide the left compartment floor with a stainless steel floor pan to contain petroleum spillage from motorized equipment. The exact size, location, stainless steel floor pan and roll-out tray configuration to be approved by the District at the pre-construction conference.

Compl y

5. One (1) compartment centered in the rear bulkhead of the trailer below the ground ladder storage, with vertically hinged polished aluminum tread plate doors, 24" wide x 24" high x 28" deep. The compartment shall have one (1) adjustable shelf. The exact size and location to be approved by the District at the pre-construction conference.

Compl y

6. Two (2) compartments as large as possible in the rear bulkhead of the trailer below the ground ladder storage, one (1) on each right and left side of the aforementioned trailer compartment in paragraphs 5, with vertically hinged smooth aluminum doors, 24" high x 12-1/2" wide x 14" deep minimum to house the District 45 minute Warrior SCBA. The exact size and location to be approved by the District at the pre-construction conference.

Compl y

7. One (1) watertight polished aluminum tread plate compartment box, with interior access doors on each right and left side, shall be provided and mounted transversely across the top of the trailer compartment body, just forward of the aforementioned trailer compartment reflected in Paragraph 1. The box shall be used to store the 14' "Telephone" combination ladder. Size and location to be approved by District at the pre- construction conference.

Compl y

8. Provide a ladder pipe assembly mount and hose tray on top of the trailer centered between the tiller cab and the aerial tip. The exact size and location to be approved by the District at the pre-construction conference.

Compl y

9. Provide four (4) separate compartments, two (2) on the left side and two (2) on the right side, to store 4,500 PSI, 60 minute breathing air cylinders. These compartments shall be installed in the area adjacent to the wheel wells. The exact size and location to be approved by the District at the pre-construction conference.

Compl y

Provide storage compartments wherever possible. Size and location to be approved by District at the pre-construction conference.

Compl y

F. **Hinges**

All doors and covers shall be equipped with full length, heavy duty, polished stainless steel, piano-type hinges and stainless steel pins. The hinges shall have a positive action. Pins shall be secured to prevent creeping.

Compl y

G. **Latches**

1. All compartment doors shall have positive action, stainless steel recessed large "D" handle-type slam latches unless otherwise specified herein. The handle shall open in either direction and be easily operable with a gloved hand. The inside of all door latches shall be fully enclosed and accessible

Compl y

for removal, service and repairs. Latches shall be constructed of all metal parts. Plastic parts not acceptable.

2. Compartment door latches shall be positive action upper and lower rotary style striker type with large polished stainless steel "D" handles for vertically hinged doors and single striker with large polished stainless steel "D" handle for horizontally hinged doors unless otherwise specified. Handles shall operate easily in either direction with a gloved hand. Components to be Tri Mark 16137-03 or approved equal. Latches shall be fully enclosed but easily removable for service and replacement. Installation of latches shall take into consideration frame flex and racking of the cabinetry. Striker pins shall be welded to their base.

Comply

3. Where vertically split overlapping doors are provided, install exterior latches on forward doors. Rear doors shall utilize the same rotary latch and striker system on the overlapped door with a vertically operated release handle protruding from the inner door frame edge, easily visible and accessible. The release handle shall be coated in yellow plastic. Inside release handles not acceptable.

Comply

H. **Door Checks**

1. Each horizontally hinged door shall have two (2) appropriately sized gas spring door stays, one (1) at each end, unless otherwise noted herein.

Comply

2. Each vertically hinged door shall have one (1) top mounted door check, Hansen stainless steel Model 5.SS or equal. Chain door checks not acceptable. Door checks are not to restrict doors from fully opening and in some cases may be required to allow the door to open past 90* (to be determined at pre- construction). Door checks shall be provided with a positive stop in the open position to prevent adjacent doors from making contact with each other.

Comply

3. All pins shall be secured with non-snagging style clips in lieu of cotter pins. **No exceptions.**

Comply

I. **Shelves**

1. The shelves in the compartments as indicated shall be constructed of aluminum with a minimum thickness of .125" using a 5052H32 or 34 aluminum alloy.

Comply

2. The front and rear shall have two (2) downward breaks

Comply

of 1-1/4" and 3/4". The sides of the shelves shall have a downwards break of 1" minimum.

3. The adjusting hardware shall be heavy-duty Uni-Strut 83300 adjustable type which shall allow for infinite adjustment from the top to the bottom of the compartments. Comply

40. FENDERS / RUNNING BOARDS / PULL-OUT STEPS

A. If the compartment body width marginally extends to the Comply

outside of the tires, provide black rubber fender extensions, bolted to the body. Comply

B. Fenders to have rubber, plastic or aluminum welting between body and fender where construction dictates. Comply

C. Trailer fender to be part of the rear compartments. Comply

D. Provide full size one (1) piece, removable, non-painted aluminum inner fender wheel well liners with full back shields. Comply

E. For the steering axles tire to wheelhouse clearance, a minimum all-around clearance shall always be maintained when the spring is fully deflected and the wheels are turned to the locked position, per recommended SAE standards. Comply

F. A minimum all-around clearance, per SAE standards, shall be maintained at all times between the rear tire and wheelhouse when spring is fully deflected. The minimum all-around clearance shall be appropriate for installation of snow chains. Comply

G. Provide running boards forward of front fenders to rear of bumper and from the rear of the cab to the rear tractor's rear wheelhouses. Provide a 3/8" airspace between boards and body for water drainage and cleaning. Boards to be reinforced with return bends or extrusion and shall have a minimum design load of 500 lbs. at any point on the board. Comply

H. The following materials are to be used: Comply

1. The running boards and trailer compartment body top and rear bulkhead shall be 3/16" polished aluminum tread plate. Pull-out steps to be 1" x 4" aluminum grip strut or equal. Comply

I. Black rubber mud flaps shall be provided at all wheel locations. The tractor drive axle and tiller steering axle mud Comply

flaps to have “**L.A. Co FIRE**” in white lettering.

J. Pull-out steps shall be provided underneath the running boards on the right and left sides of the pump enclosure body. The steps shall have a minimum design load of 500 lbs. at any point on the step and shall extend outward from the sides of the apparatus a minimum of 18", locking in either the extended or retracted positions. Reflective chevron shall be installed on the outer edges of the step when it deployed.

See Exception

K. Cab steps and running boards shall be not less than 16" and not more than 20" from the ground when fully loaded apparatus is parked on a level surface. CPCI CARR, or equal, cast aluminum steps may be required at each entrance to gain easier access to the cab but shall not be mounted in the approach angle.

Comply

L. Running boards shall be segmented between engineer's panel and compartment body.

Comply

M. The top of all exterior exposed compartments shall be covered with 3/16" polished aluminum tread plate to support normal foot traffic.

Comply

N. The entire area from behind the pump enclosure body, over the wheel housings to the rear of the tractor frame shall be provided with a 3/16" polished aluminum tread plate covering.

Comply

41. HANDRAILS-HANDHOLDS-STEPS-CHOCK BLOCKS

A. Handrails

Knurled stainless steel handrails, no less than 1-1/4" in diameter, shall be provided wherever necessary to enable personnel to safely mount and dismount the apparatus. All mounting locations to be determined and approved by the District at the pre-construction conference. Mounting locations to include:

Comply

1. Six (6) handrails, one (1) vertically adjacent to all cab and tiller doors, minimum length 18".

Comply

2. Wherever necessary to enable personnel to safely access the water and hydraulic tank fills, transverse hose beds, aerial turntable, long tool storage compartments and the tiller operator's seat.

Comply

B. **Handholds**

- | | |
|--|---------|
| 1. Handholds shall be provided wherever necessary to enable personnel to safely mount and dismount the apparatus. All mounting locations to be determined and approved by the District at the pre-construction conference. | Compl y |
|--|---------|

C. **Steps**

- | | |
|---|---------|
| Either built-in steps or NFPA compliant chrome plated folding steps shall be provided as safety or design dictates, wherever necessary to enable personnel to safely mount and dismount the apparatus. All mounting locations to be determined and approved by the District at the pre-construction conference. Mounting locations to include wherever necessary to enable personnel to safely access the water and hydraulic tank fills, transverse hose beds, aerial turntable, long tool storage compartments and the tiller operator's seat. The tiller person's position shall be easily accessed without stepping on ladders or crossing feet or hands. | Compl y |
|---|---------|

D. **Chock Block Holders**

- | | |
|---|---------|
| Provide chock block holders, backed by stainless steel plates. Mounting location to be determined and approved by the District during construction. | Compl y |
|---|---------|

41. **GROUND LADDERS**

A. **Ladder Compliment**

- | | |
|---|---------|
| 1. The following Alaco wood ladders, unless otherwise specified herein, shall be furnished with each vehicle and constructed and finished to District Specifications dated August 1992. No exceptions. | Compl y |
| a. Two (2) 35', 2-section wood extension ladders, 22" width, beam to beam, Alaco #WX071392-35 or equal. | Compl y |
| b. One (1) 24', double-end trussed wall ladder, 22" width, beam to beam, Alaco #WX010695-24 or equal. | Compl y |
| c. Two (2) 20', double-end trussed wall ladder, 22" width, beam to beam, Alaco #WX010695-20 or equal. | Compl y |

- | | |
|---|---------|
| d. One (1) 16', double-end trussed wall ladder, 22" width, beam to beam, Alaco #WX010695-16 or equal. | Compl y |
| e. One (1) 20', trussed roof ladder with folding hooks, Alaco #WX071492-20 or equal. | Compl y |
| f. One (1) 16', trussed roof ladder with folding hooks, Alaco #WX071492-16 or equal. | Compl y |

g. One (1) 14', 2-section wood "Baby Bangor" extension ladder, Alaco #2301-14 or equal.	Comply
h. One (1) 12', "Telephone" combination ladder, Alaco #1600F-12 or equal.	Comply
i. One (1) 12', aluminum roof ladder shall be mounted on the inner right side of the aerial fly section, hooks toward turntable.	Comply
j. One (1) 10', collapsible attic ladder, Alaco #2305-10 or equal.	Comply
Brass protectors shall be installed on the ladder rungs or beams where contacted by clamps.	Comply
The ladders shall be delivered in new condition, void of any damage from shipping or handling. The ladders shall be inspected prior to final acceptance and any ladders not meeting the standards of the District shall be rejected. No exceptions.	Comply
Ladders shall comply with "District Contract Specifications" dated August 1992. No exceptions.	Comply

B. Outboard Ladder Mounting

1. The 35' ladders shall be mounted on the trailer body, one (1) on each right and left side. Suitable mounting brackets, with a 2" minimum supporting surface shall be rubber lined to prevent marring of the ladders.	Comply
2. Ladders shall be mounted immediately on top of the right and left side 28" high trailer body compartments, just aft of the 61" high compartments, on 3" wide x 2" thick nylon or approved equal U.V. resistant rectangular blocks running the full width of the polished aluminum tread plate compartment tops. The top outboard ends of the blocks shall angle inboard 55 degrees and the upper outer ends and fore and aft top edges of the blocks shall be radiused to prevent ladder damage. The top of the block shall not exceed 55" above the ground.	Comply
3. Ladder retainers shall be installed and so designed to appropriately secure the ladders to the sides of the apparatus and to limit fore and aft movement. Provide ladders with upper and lower inboard stops to maintain a vertical ladder position when stowed and to prevent ladder racking or movement.	Comply

4. The District shall approve the type of brackets and retainers to be installed and their precise mounting locations. Comply

C. Ground Ladder Storage Compartment Nesting

1. All ground ladders, unless otherwise specified herein, shall be individually mounted vertically, side by side, on their beams, in a ground ladder storage compartment accessible from the rear of the trailer. Comply

2. The compartment shall be fully enclosed and shielded from underside road debris and moisture. Comply

3. All ladders shall be capable of being removed independently without removing another and shall be mounted according to length, descending from left to right. Comply

4. The roof ladders shall be mounted to the right of the double-ended wall ladders. Comply

5. Each ladder shall be supported in four (4) continuous full length PTFE Teflon or approved equal U.V. resistant 3" x 3" extruded angle ways. Comply

6. The ladder ways shall have forward ladder stops, tapered pockets and hold down rollers and all ladder ends shall be even at the rear of the trailer when stowed. Comply

7. Individually hinged locking gates with hold down rollers shall be provided for each of the vertically mounted ladders. Comply

8. The 14' Baby Bangor or equal and 10' collapsible attic ladder shall be mounted flat under the roof ladders, even at the rear of the trailer, with an independent lock to stop fore and aft movement when stowed. Comply

9. The ground ladder compartment shall be provided with provisions for mounting and securing three (3) 12' straight handled pike poles using 2-1/4" i.d. aluminum tubing and spring clip retainers. Comply

10. The actual placement, arrangement and labeling of all ladders and pike poles to be determined and approved by the District at the pre-construction conference. Comply

42. PAINTING-PLATING

A. All areas that are to be painted shall be prepared according to DuPont's paint preparation recommendations for Imron single-stage polyurethane enamel. The final finishing of this apparatus shall meet or exceed automotive standards, as follows:	See Clarification
1. Welding slag and other rough or sharp surfaces shall be removed and properly finished prior to primer application.	Comply
2. All surfaces to be painted, including the underside, shall be properly cleaned before primer and finish is applied using Prepsol wax and grease remover.	Comply
3. All exterior surfaces to be painted shall be fully block sanded with no less than #180 grit to remove all metal surface imperfections.	Comply
4. All surfaces (including areas around all framework, panels, under all moldings, hinges, locks, etc.) shall be primed with two (2) full coats of DuPont Corlar high-solids epoxy enamel or District approved equal primer to give a final dry thickness of 1.5-1.8 mils. The coats shall be lightly sanded (#360 wet, #320 dry) between coats and shall be cleaned and dry prior to painting.	See Clarification
5. The top primer coat shall be lightly block sanded with #400 grit and water.	Comply
B. All areas shall be painted with a minimum of two (2) coats of DuPont Imron or equal high-solids single-stage polyurethane enamel. Tractor and trailer color to match exactly DuPont #674 Fire Engine Red and the aerial ladder color to match exactly DuPont #817U White. No exceptions.	See Clarification
1. Minimum paint thickness shall be 2.6 mils.	Comply
2. Paint surface smoothness shall meet be the highest quality automotive finish, free of dirt, runs, drips orange peel or other defects.	Comply
C. The underside of apparatus shall be painted the same color as the apparatus, unless otherwise specified herein.	Comply
D. The cab roof shall be coated with a flexible, non-skid textured truck bed type coating to the uppermost curve of the roofline so as to not be visible from the ground. Areas where attached components seal to shall be masked off. Color to be light gray. Final product and masking layout to	Comply

be approved by the District.

E. The engine shall remain the original factory color. The following areas shall **not** be painted: automatic transmission, all belts, reference information or I.D. plates, all hoses, hose fittings and hose clamps, all air, fuel, water or hydraulic hoses, hose fittings and hose clamps, all wiring or other electrical appurtenances, all cables, linkage joints or connections, adjustment nuts, clevises or pins, grease fittings, wheel well liners, polished aluminum tread plate, etc. **No exceptions.**

Comply

F. Compartment interiors shall be red with white splatter tone enamel.

Comply

G. All metal surfaces shall be thoroughly cleaned and primed prior to assembly.

Comply

H. To ensure full paint coverage all frame and chassis components shall be painted prior to the body installation and the apparatus cab and bodies shall be painted prior to being mounted. Failure to follow this procedure may be cause to reject vehicle.

Comply

I. All bright work such as rails, brackets, external instrument panels, etc., shall be stainless steel #4 finish. **No exceptions.**

Comply

J. Chromium plating shall be of the highest quality decorative type and comply with ASTM Table II, Class 4, "SERVICE: VERY SEVERE"; also shall meet ASTM-A-219-58 "THICKNESS" and ASTM-B-380-61T, Corrosion Test Methods, latest editions.

Comply

K. Provide removable sign plates on both sides of the aerial ladder. The sign plates shall be painted white with Scotchlite 11-1/2" ARIAL font black reflective lettering: "**L.A. COUNTY FIRE DEPT.**"

Comply

L. Provide Scotchlite or equal 4" wide gold reflective striping affixed to the perimeter of the vehicle (all four (4) sides) in a "Z" pattern on the sides. The exact color and layout to be determined and approved by the District at the pre-construction conference.

Comply

M. Door lettering to be supplied by the District for installation.

Comply

43. ELECTRICAL

1. General

The following specifications are intended to provide minimum guidelines for the apparatus 12VDC electrical power system. Multiplex wiring circuits are unacceptable unless otherwise specified herein. Any deviations from these minimums must be clearly noted and defined under the "Exceptions" requirements of this bid proposal. Any exceptions shall be explained by the applicable paragraph.

Compl y

1. Provide a 12-volt electrical system using the most current material and techniques available to the industry. Installation shall be stranded copper alloy conductors of a gauge rated to carry a minimum of 125 percent of the maximum current for which the circuit is protected. The apparatus shall be wired to meet or exceed SAE J1292, Automobile, Truck, Truck Tractor, Trailer and Motor Coach Wiring, for such loading at the potential employed. Voltage drops in all wiring, from the power source to the using device under full amperage load, shall not exceed 10 percent. Sixteen (16) gauge or smaller conductors shall **not** be used in the cab or chassis unless as provided as a component harness or low amperage relay trigger.

Compl y

2. Insulation shall be in accordance with SAE J1128, Low Tension Primary Cable, type SXL or GXL.

Compl y

3. All wiring, including battery cables, starter cable, alternator cable, all lighting and primary wire shall be run in flexible, nonmetallic, fire resistant tubing or prefabricated harness with wires encased in a high temperature covering, a minimum of Nylon HTZL Type 6 rated loom in all areas. The conductor covering shall be rated for continuous exposure to a minimum of 300 degrees F (148 degrees C). All wiring passing through an exterior/interior bulkhead shall be sealed against outside elements.

Compl y

4. All connections made with lugs, terminal blocks or junction boxes shall be located in suitable, easily accessible locations. Junction blocks shall be stud-and-nut type with sufficient size studs to handle the gauge of wire to the junction box. **Plastic Cannon/Deutz plugs and Scotchlok type connectors shall not be acceptable.** The use of heavy-duty watertight metal Cannon/Deutz plugs with the appropriate size conductor connections shall be discussed at the pre-construction conference. All electrical plug types and construction shall be consistent with standard Class 8 trucking industry components as used by suppliers such as Cummins, Allison and Arvin Meritor.

Compl y

5. Wiring shall be thoroughly mechanically secured in place and suitably protected against heat, oil and physical damage. Where wire passes through sheet metal, rubber grommets shall be used to protect both wiring and wire looms. **Adhesive loom clips shall not be acceptable.**

Compl y

6. Wiring shall be clearly labeled by circuit function code (every three {3} inches) over each conductor's entire length. All multiplexed instrumentation wiring looms shall be independently routed and clearly identifiable as such. The entire labeling system shall correspond with the electrical wiring schematics furnished with the apparatus.

Compl y

7. All circuits to be protected by Cole Hersee or Department Approved Equal automatic reset-type circuit breakers. **NO FUSES.** Electrically driven reels shall be protected by reset type circuit breakers of suitable amperage. Circuit breakers shall be labeled and accessible. **No exceptions.**

Compl y

8. Ground wires for ABS ECU, engine ECM, and transmission ECU shall run directly to a ground connection at the frame rails. Lock or star washers are **NOT** acceptable and there shall not be any paint under ground connections. There shall be separate frame mounted ground cables to the cab, engine and starter. Braided ground straps are **NOT** acceptable.

Compl y

9. All pump and pump panel throttle function circuits, protected by safety interlocks, shall be provided with a single **"EMERGENCY PUMP ELECTRICAL OVERRIDE"** switch, i.e., parking brakes set, transmission pre-set to forth gear, transmission torque converter lock-up engaged, engine fan clutch engaged (if applicable), etc. This override switch shall provide a signal directly to the engine ECM enabling the remote throttle circuit. District to determine and approve verbiage on instruction placards at override switch, panel throttle and manual pump override control. Pump override function shall also illuminate the respective light in the pump/road diagnostic strip.

Compl y

10. All lights and reflectors shall conform to the California Vehicle Code, California Administrative Code, and the Federal Motor Vehicle Safety Standards regulating authorized emergency vehicles.

Compl y

2. **Batteries**

1. The split battery system shall consist of two (2) banks

Compl y

of Group 31 batteries located inboard of the left and right rear cab doors. Each battery shall be rated at a minimum of 1150 cold cranking amps and 205 minute reserve capacity.

2. Batteries shall be installed side to side, perpendicular with the frame rails, in such a manner as to be readily accessible for service and replacement. The batteries shall be mounted on plastic lined trays in vented compartments or locations free from road spray. The compartments shall be suitably insulated and vented to thermally protect the batteries from excessive engine heat and additional shielding shall be provided if in close proximity to the exhaust system. Batteries to be readily accessible from outboard sides and top. **No exceptions.**

Compl y

3. The left bank shall consist of three (3) batteries wired in parallel for starting and operation. Battery cables shall be 000 gauge and loomed. All battery cables shall be soldered and swaged.

Compl y

4. Two (2) Power distribution modules shall be installed on the side of the frame rail directly above each battery bank, one (1) on each side. The module shall consolidate fusing for ten added circuits, while providing a collection point for negative returns. The number of individual wiring circuits attached to each battery bank shall be reduced with this module.

Compl y

5. These batteries shall be connected to the chassis electrical system of the apparatus through a suitable, conveniently located heavy duty 600 amp Blue Sea or equal battery on/off switch. A green LED indicator light (minimum 3/8" lens) shall be illuminated when in the "ON" position. The light shall be mounted adjacent to the battery switch, visible to the vehicle operator.

Compl y

6. Right bank shall supply the communications and any other parasitic loads and shall be connected to the chassis batteries through a Blue Sea or equal automatic charging relay (ML-ACR) with self-resetting manual override rated at 500 amps continuous.

Compl y

7. Two (2) battery jumper studs with cover shall be installed under the driver's side battery box. This shall provide for ease of jump starting the vehicle.

Compl y

8. A Blue Sea P-12 or equal 12-volt/110-volt 40 amp battery charger shall be provided and installed. The charger shall plug directly into a 15 amp outlet installed nearby. The

Compl y

shore power supply shall be the same as the one used for the block heater. The receptacle shall be labeled. The charger shall not directly energize the radios or any other electrical circuits on the apparatus when the battery switch is in the off position. The charger shall be mounted in a protected, readily accessible location that does not impinge upon the cab occupants.

- | | |
|--|--------|
| 9. Provide a Blue Sea 7517 Battery/Charger Indicator or District approved equal for use with the battery charger supplied. Mounting location to be approved by the District. | Comply |
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3. Engine Fast Idle System

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| 1. The engine shall be equipped with an electronically controlled, manually switched, engine fast idle system. | Comply |
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|--|--------|
| 2. A momentary type rocker switch shall be provided on the cab dash switch panel, labeled " FAST IDLE ", which permits manual activation or deactivation of the fast idle system. The fast idle system shall only function with this switch under the following conditions: | Comply |
|--|--------|

- | | |
|--|--------|
| Parking brakes are applied
Transmission selector is set to neutral mode
Main pump is not engaged | Comply |
|--|--------|

- | | |
|--|--------|
| 3. Waterproof momentary pushbutton switches, labeled " FAST IDLE ", shall be provided on the aerial ladder pedestal console and at each outrigger control station which permits manual activation or deactivation of the fast idle system. The fast idle system shall only function from these switches under the following conditions: | Comply |
|--|--------|

- | | |
|--|--|
| Parking brakes are applied
Transmission selector is set to neutral mode
Main pump is not engaged
Ladder power system is activated | |
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| 4. The fast idle system shall automatically be deactivated and the engine RPM level shall return to normal engine idle RPM by: | Comply |
|--|--------|

- | | |
|---|--|
| Releasing the parking brakes
Shifting the transmission into forward or reverse
Engaging the main pump | |
|---|--|

- | | |
|--|--------|
| 4. <u>Total Electrical System Manager</u> | Comply |
|--|--------|

- | | | |
|----|---|---------|
| 1. | The electrical system shall incorporate an Innovative Controls or equal device connected to the electrical system through the battery disconnect switch. The load manager shall monitor battery condition and shall be capable of automatically managing individual selected electrical circuit loads by providing the following minimum functions: | Comp Ly |
|----|---|---------|

Sequencing up of all loads Sequencing down of all loads
Automatic shedding of loads

- | | | |
|----|---|---------|
| 2. | The District shall approve the electrical circuits to be load managed at the pre-construction conference. | Comp ly |
|----|---|---------|

5. Engine Electrical

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|----|--|---------|
| 1. | The left battery bank shall be wired directly to the starter solenoid. Two (2) start buttons shall be wired through the ignition circuit and activate momentary relays which in turn shall activate the starter solenoid. The right battery bank shall not be used to start the vehicle. | Comp ly |
|----|--|---------|

The starter motor shall be mounted on the left side of the engine with the solenoid in a position where it can be removed without removing the starter and the electrical connections are accessible. The mounting area shall be clear of all fuel, air and electrical lines.	Comp ly
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|----|--|---------|
| 2. | A Kim-Glow TF101-008-WOC or equal 1000 watt 120 volt direct coolant immersion heater with thermostat shall be provided for the cooling system, directly connected in the engine block. A metal conduit box with cover shall be installed on the heater, if necessary, to enclose the heater. | Comp ly |
|----|--|---------|

A red LED warning light indicating when the engine heater is operating shall be provided near the battery switch in clear view of the driver.	Comp ly
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The engine immersion heater wiring shall be fully insulated three (3) conductor 10-gauge copper wire. The input receptacle shall be provided with a "U" ground, recessed male NEMA 5-15P plug, 15-amp flanged inlet or approved equal, enclosed in a conduit box mounted in a location approved by the District.	Comp ly
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6. Aerial Ladder System Power

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| 1. | An aerial ladder system power rocker switch, labeled | Comp ly |
|----|--|---------|

“**LADDER POWER**”, shall be mounted on the cab overhead switch panel. The ladder power switch circuit shall be connected directly to the battery changeover switch. All aerial ladder actuation and aerial ladder related systems, unless otherwise specified herein, to be wired directly through the ladder power switch circuit. Provide a flashing red light, labeled “**LADDER POWER ON**”, adjacent to the “**LADDER POWER**” rocker switch. Light to illuminate when ladder power circuit is energized.

2. The aerial hydraulic system shall be able to be safely activated while in fire pump operation.

Compl y

3. Provide an electrical interlock to prevent the aerial ladder system hydraulic pump from being engaged anytime the parking brakes are not applied.

Compl y

4. The aerial ladder system’s hour meter, engine starter switch and engine fast idle system switches shall be powered by the ladder power switch circuit. The hour meter shall only record aerial ladder system operation and the starter and fast idle switches shall only function when the parking brakes are applied and the transmission selector is set to neutral mode.

Compl y

7. **Driving Lights**

1. Headlights shall be Peterson or equal, quad style, 4”x6” rectangular, LED lights. Outboard LED to be low beams and inboard and outboard LED to be high beams. Low beams to illuminate (daytime running lights) when the ignition switch is in the “on” position and the parking brakes are released.

Compl y

2. Headlight circuit shall be connected directly to the battery switch and shall be activated by a heavy-duty relay or continuous duty solenoid. **No exceptions.**

Compl y

3. Front directional lights shall be Code 3 Model 65FA or equal with linear reflector L.E.D. amber in line vertically with the headlights.

Compl y

4. Provide four (4) amber high profile, bullet-type, L.E.D. side turn indicator lights, TruckLite or equal, with chrome guard and bezel, one (1) on each right and left side mid-ship over the tractor front wheel wells and one (1) on each right and left side over the trailer rear wheel wells. The District at the pre-construction conference shall approve the L.E.D. turn lights and mounting locations. **No exceptions.**

Compl y

5. Provide two (2) amber L.E.D. side turn indicator lights,

Compl y

TruckLite or equal, one (1) on each right and left side mid-ship. The District at the pre-construction conference shall approve the L.E.D. turn lights and mounting location. A suitable protective guard shall be required if mounted under running board.

6. Self-canceling turn signal switch shall be equipped with a four-way emergency warning switch and high beam control switch.

Compl y

7. Stop, Tail, Turn and Back-up lights shall be Code3 or equal 4" x 6" LED with chrome plated bezel. The stoplights shall illuminate when the service brakes, column brake, transmission retarder or engine compression brake is activated, or the parking brakes are set and the master battery switch is in the "on" position. Rear directional lights shall be amber guide arrows. The backup lights shall illuminate when the transmission is in reverse and the ignition and the master battery switches are in the "on" position. The District at the pre- construction conference shall approve the mounting location.

Compl y

8. A third stoplight shall be mounted in the center of the rear tiller cab body. The stoplight shall illuminate with the aforementioned stoplights. The District at the pre-construction conference shall approve the L.E.D. stoplight and mounting location.

Compl y

9. The District at the pre-construction conference shall approve the Truck-Lite, or equal, L.E.D. clearance/marker lights. Chrome, stainless or aluminum guards or bezels shall be provided when practicable for appearance or protection. Provide the following L.E.D. clearance/marker lights:

Compl y

a. Two (2) side facing amber clearance/marker lights mounted in the lower front corners of the cab, one (1) on each right and left side.

Compl y

b. Two (2) side facing amber clearance/marker lights, one (1) on each right and left side, mid-ship under running boards.

Compl y

c. Two (2) rear facing red clearance/marker lights, one (1) on each right and left side, mounted as high as practicable under the rear beacons.

Compl y

d. Four (4) rear facing red clearance/marker lights, two (2) mounted in each rear center compartment door.

Compl y

e. Two (2) side facing red clearance marker lights, one on each right and left side, mounted in the lower rear corner of the compartment body.

Compl y

10. Suitably approved reflectors shall be installed. Stick-on type not acceptable. Compl y

11. Provide four (4) flush mount, angled LED lights (marine docking style), two (2) on each right and left side of the apparatus, in the area adjacent to the wheel wells. These lights shall adequately illuminate the ground and adjacent area to the tiller axle steering wheels. The two (2) forward lights shall point forward and the two (2) rear lights shall point rearward. Compl y

- Lights shall be controlled by the high beam stalk on the tiller cab steering shaft. Compl y

12. There shall be one (1) 16" LED door warning lamp provided on the inside door panel of each cab door. The light shall be mounted on the door's lower scuff plate and shall be activated when the respective door is opened. Each light shall be furnished with a clear lens and amber LED. Each light shall also be mounted in a protective channel to prevent damage from personnel getting in and out of the cab. Compl y

There shall be a momentary switch provided in the driver side overhead switch pack that will disable the cab door flashing lights, and all body compartment lighting. The switch shall reset with the cycling of the ignition circuit. Compl y

8. **Emergency Lights**

The apparatus shall comply with the standards of NFPA 1901, Chapter 9-8 "Optical Warning Devices". All NFPA required lighting shall function in the "Calling for Right of Way" mode. Only the designated upper Zone A and C lights shall be disabled in the "Blocking Right of Way" mode. Compl y

Under no circumstances shall any of the NFPA required "Blocking Right of Way" lighting be disabled by the electrical system load manager. Emergency lighting shall be powered from the right battery bank. The following lights shall be provided: Compl y

1. Two (2) 4" x 6" flashing LED lights with red colored lenses, Code 3 Model 65FR or equal, shall be mounted in a dual seal beam headlight housing, in line vertically with the high beam headlights. A rocker switch mounted on the switch panel labeled "**REDS**" shall control these lights. Flash pattern to alternate from side to side. Wiring instructions to be approved by the District at the pre-construction Compl y

conference. (Lower Zone "A")

2. One (1) Code 3 Model RMX or equal 58" dual level 4 section light bar shall be mounted on the top of the cab and shall be equipped with twelve (12) REF8R lights, 6 upper and 6 lower. The outboard forward lower corners shall each have one REF8W flashing white intersection light. The center sections shall have four (4) upper TRS9 or equal flashing red LED and eight (8) LED take down lights lower. A panel mounted switch labeled "**FRONT SCENE**" shall control the take downs. The outer sections shall each have two (2) upper and two (2) lower TRS9 or equal forward facing LED lights and one (1) upper red and one (1) lower white corner TRS9 or equal 45° facing LED.

Comply

3. The two (2) 22" bars (RX2722-ALRC-104-P and 104-D or equal) shall be mounted at an approximately 45° angle from the outer edge of the center bar. Each bar shall have three (3) REF-12 flashing red LEDs and one (1) white REF-12 flashing LED which shall disable when the brakes are set. All front light bar lights shall face from directly forward to 135° to each side. No lights shall face directly rear. The rocker switch labeled "**REDS**" shall control all red lights. Provide a 20 amp 12 volt circuit to the top center light bar to be activated with the red lights and deactivated when the parking brakes are set for future traffic signal pre-empt device. Location and wiring instructions to be approved by the District at the pre- construction conference. (Upper Zone "A")

Comply

4. Install two (2) 4" x 6" flashing LED lights with clear lenses and chrome bezels, Code 3 LED Model 65BZRW or equal with linear reflector alternating red/white. One (1) to be mounted on each right and left side of the cab just in front of the doors. The rocker switch labeled "**REDS**" shall control these lights.

Comply

5. Install four (4) 4" x 6" flashing LED lights with red lenses and chrome bezels, Code 3 LED Model 65BZR or equal with linear reflector. One (1) on each right and left side of the trailer just behind the turntable and trailer gooseneck and one (1) on each right and left side, behind the wheel wells at the rear of the trailer body. The rocker switch labeled "**REDS**" shall control these lights. Flash pattern to alternate opposite of the mid-ship LED warning light flash pattern. Location and wiring instructions to be approved by the District at the pre-construction conference. (Lower Zone "B" and "D")

Comply

6. Install four (4) 3" x 7" flashing LED lights with red lenses

Comply

and chrome bezels, Code 3 LED Model 45BZR or equal with linear reflector, one (1) on each right and left side of the tractor mid-ship and one (1) on each right and left side of the trailer mid-ship. The rocker switch labeled "**REDS**" shall control these lights. Flash pattern to alternate opposite of the fore and aft side LED warning lights' flash pattern. A suitable protective guard shall be required if mounted under running board. Location and wiring instructions to be approved by the District at the pre-construction conference. (Lower Zone "B" and "D")

7. Install two (2) 4" x 6" LED lights with amber lenses and chrome bezels, Code 3 LED Model 65BZA or equal with linear reflector, one (1) on each right and left side of the of rear body, under the backup lights. The rocker switch labeled "**AMBERS**" shall control these lights. Flash pattern to alternate from side to side. Location and wiring instructions to be approved by the District at the pre-construction conference. (Lower Zone "C")

Comply

8. Provide two (2) LED beacons on the walkway at the rear of the rear of the apparatus. One (1) Code 3 XP9501 or equal amber with outboard facing red shall be mounted on the right and one (1) Code 3 XP9501 or equal all red shall be mounted on the left. Each beacon shall be equipped with one (1) rear facing flashing REF-12 LED in the center, and one (1) flashing REF-3 LED in each 45° oblique position and one (1) flashing REF-3 LED in each outboard 90° side facing position. The rocker switch labeled "AMBERS" shall control these lights. The white lights shall face forward and inside to thoroughly light the tiller cab pathway. The rocker switch labeled "HOSE BED" shall control these lights. No rear beacon lights shall face directly toward the cab. Location and wiring instructions to be approved by the District at the pre-construction conference. (Upper Zone "B", "C" and "D")

Comply

9. One (1) Whelen or equal directional warning light with eight (8) amber LEDs shall be provided on the rear of the tiller cab just below the rear window. A multi-function switch controller and the rocker switch labeled "**MASTER**" shall control the directional warning light. The District shall approve the mounting location of the control head and light at the pre-construction conference.

Comply

10. The high beam headlamps shall have an alternating wig-wag feature, controlled by a solid-state wig-wag flasher, wired to come on with the front red lights. The wig-wag flasher shall be deactivated when the headlight switch is in the "headlights on" position, when the parking brakes are set or when the high beam switch is activated. The wig-wag

Comply

flasher shall not be deactivated when the headlight switch is in "headlights off" or "parking lights on" positions, except when the parking brakes are set or the high beam switch is activated. **No exceptions.**

Compl y

11. The District at the pre-construction conference shall approve mounting locations, switching, interlocks and load management priorities for the emergency lighting.

Compl y

I. Spotlights

Two (2) Go-Light Model 20204 or equal 12 volt LED remote control spotlights shall be mounted on the top of the cab, one (1) each right and left side. The light housing shall be black in color. The wired interior controls shall be mounted in a location approved by the District. The spotlights shall be controlled by the master battery control switch. Exact mounting locations to be approved by the District.

Compl y

J. Work Lights

1. Two (2) waterproof LED work lights shall be mounted on the outside of each right and left side of the pump enclosure to be controlled by the pump control panel light switch.

Compl y

2. One (1) Hi-Viz Model FT-B-72-ML-B or equal 72" diffused scene/flood light mounted on the cab brow. The panel mounted rocker switch labeled "**FRONT SCENE**" shall control the light. The brow light shall also have built in marker lights.

Compl y

3. One (1) Hi-Viz Model FT-MB-18-TR-FT-B or equal 25" diffused scene light mounted on the front of tiller cab. The panel mounted rocker switch in the tiller cab labeled "**SCENE LIGHT**" shall control the light.

Compl y

4. One (1) FRC Model 900 or equal LED downward facing rear scene flood light shall be provided on the rear of the tiller cab, just above the rear window. The panel mounted rocker switch labeled "**PICKUP LIGHTS**" shall control the light.

Compl y

5. Two (2) FRC Model 900 or equal LED side facing scene lights with chrome bezels and 26-degree lenses shall be provided between the front and rear tractor cab doors, one (1) on each right and left side, as high as practicable. The lights shall be controlled by the separate rocker switches mounted on the switch panel labeled "**RIGHT SCENE**" and

Compl y

"LEFT SCENE".

6. Two (2) FRC Spectra SPA570-Q20 or equal 12VDC 20,000 lumen LED top mount flood lights with rotation and elevation adjustment base shall be provided, one on each left and right side mid-point of the trailer walk deck. The lights shall be controlled along by the separate rocker switches mounted on the switch panel labeled **"RIGHT SCENE"** and **"LEFT SCENE"**. Compl y

7. Additional ground and walking surface LED lighting shall be provided as necessary to comply with current NFPA 1901 and to properly illuminate work areas during night time operations. Illuminated areas to include all tiller and turntable access paths and transverse hose bed. Compl y

8. The District at the pre-construction conference shall approve mounting locations, switching and load management priorities for work lights. Compl y

K. Aerial Lighting

1. All aerial related lighting shall be controlled by the **"LADDER POWER"** switch mounted on the switch panel. Compl y

2. Ground jack warning lights to be Truck-Lite 15001 or equal. Compl y

3. Provide two (2) ladder base 12VDC LED spot lights, Rigid Industries model # 202213 or equal, to light the aerial ladder. Compl y

4. Provide two (2) ladder tip 12VDC LED flood lights, Rigid Industries model # 202113 or equal, to light the aerial ladder. Compl y

5. Provide two (2) Federal Signal IPX-3 or equal flashing LED ladder tip locator lights, one on each outside of the uppermost fly section. The light on the officer's side shall be red and drivers side shall be green, as viewed when the ladder is in the cradle. Compl y

L. Interior Lighting

1. Provide a minimum of two (2) lights, not less than 15 cp, with readily accessible light mounted switches. Mount the lights under the engine enclosure, on each right and left sides, to efficiently illuminate the fluid register access door area and both sides of the engine when the cab is raised. Lights shall be protected from damage and wired Compl y

independently. Lights shall be controlled by the master battery control switch.

2. The interior of the cab and jump seat area shall be equipped with a minimum of four (4) Whelen or equal 6" white/red L.E.D. dome lights to be approved by the District during pre-construction. The lights shall not be mounted directly above any seated position or interfere with the occupants when entering or exiting the cab. The lights shall be capable of providing both red and white illumination. To provide maximum illumination two (2) lights shall be located in the driver's compartment, one (1) on each right and left side. These lights shall be controlled by a rocker switch mounted on the switch panel and so arranged that momentary door switches shall automatically activate the lights when either of the driver's compartment cab doors is opened. Two (2) lights shall be located in the jump seat area, one (1) on each right and left side. These lights shall have separate light-mounted switches and so arranged that momentary door switches shall automatically activate the lights when either of the jump seat cab doors is opened. The door momentary switches shall control the front and rear doorstep lights. **No exceptions.**

Compl y

3. The master battery control switch shall control all interior and cab step lighting.

Compl y

M. Compartment Lighting

1. All hinged pump enclosure and trailer body compartment doors shall be equipped with OnScene Solutions or equal L.E.D. strip lights and a barrel switch mounted on the hinge side door jam, which shall turn the lights on when the door is opened and off when door is closed. Quantity of strip lights shall adequately illuminate the entire compartment and slide out trays. Additional flush mount L.E.D. interior door pan lights shall be provided to illuminate the extended slides and/or ground. The rear horizontally hinged ground ladder storage door shall have three (3) evenly spaced flush mounted L.E.D. lights mounted in the door to illuminate both the compartment and rear work area of the trailer. The wiring for these compartment lights shall be so arranged that only the light for the compartment, which is opened, shall turn on. Switches shall have protective insulated covers, and wiring shall be routed, so loose metal items contained in the compartment shall not ground the circuit. A switch panel mounted rocker switch labeled "**COMPARTMENT LIGHTS**" shall be provided to enable all compartment lights to be turned off when all compartment doors are open at one time but shall operate

Compl y

opposite of all other switches.

2. A red flashing or rotating compartment door open warning light, not less than 3" in diameter, shall be mounted and labeled in a position readily observable by the vehicle operator and officer. Such light shall be connected through magnetic switches and relays connected so that the compartment light and compartment door open warning indicators activate when opened. The compartment open warning shall operate independently from the rocker compartment switch mentioned in Paragraph 2. **No exceptions.**

Comply

3. A minimum 95 db audio device, mounted in the cab, shall be activated in conjunction with the aforementioned red compartment door open warning light when the parking brakes on the apparatus are released.

Comply

4. All compartment lighting switches shall be controlled by the master battery control switch.

Comply

N. Instrument Lighting

1. Backlighting shall be provided for illuminating all instruments and switches on the dash. Dash lights shall be equipped with a suitable dimmer. **No exceptions.**

Comply

O. Switch Panel

1. Switch and circuit breaker panels shall be located in front of the tractor and tiller operators. The panels shall be hinged or removable with quick release attachments for maintenance. Two (2) extra switches shall be provided for future use on each of the above panels.

Comply

2. All panel mounted switches, as designated herein, shall be grouped together on the panel, illuminated and clearly identifiable, day or night, by easily read labels.

Comply

3. All dash or panel mounted switches, with exception of the ignition, battery, intermittent wiper and rheostat switches to be rocker-type, two (2) or three (3) positions as noted.

Comply

4. All on/off switches to have amber integral pilot light, except "**MASTER**", illuminated identification labels and polarity specific spade-type connectors. All switches shall be top of line, readily available from diversified sources, Cole Hersee or a District approved equal. **No exceptions.**

Comply

5. All emergency warning light switches shall be wired through a switch panel mounted master control rocker switch labeled "**MASTER**".

Compl y

6. Switch panel layouts shall be approved by the District.

Compl y

P. Horns

1. Two (2) dual tone auto electric horns, controlled by the horn button, shall be furnished.

Compl y

2. One (1) Grover #1510 or equal "Fire Department Stuttertone" chrome air horn shall be mounted in the front bumper or a location approved by the District.

Compl y

3. The horn mounting bracket shall have slotted holes for the horn base to allow for tuning of the horn.

Compl y

4. A readily accessible brass solenoid valve shall be provided with a 1/4" minimum nylon air horn supply line, within 18" of the air horn.

Compl y

5. The air horn to be controlled from the steering wheel horn button, an officer side momentary pushbutton and pump panel momentary pushbutton. Final mounting to be approved by the District. **No exceptions.**

Compl y

6. Steering wheel horn button shall be equipped with a two- way rocker switch on the switch panel, labeled "**AIR HORN**" and "**ELECTRIC HORN**", to operate either the air horn or electric horn. The air horn shall operate independent of the ignition switch and shall be controlled by the master battery control switch.

Compl y

Q. Power Points

1. Five (5) Blue Sea or equal, 12-volt/USB power points shall be provided, one (1) at each front and rear-facing jump seat location and tiller cab. Mounting locations to be approved by the District.

Compl y

2. Three (3) Blue Sea or equal, 12-volt/USB power points shall be provided, one (1) front dash area, one (1) rear-facing jump seat location and one (1) tiller cab. Mounting locations to be approved by the District.

Compl y

3. Six (6) 12 volt power and ground circuits shall be provided in the cab for installation of District supplied LED Flashlight Chargers. Locations to be determined at the pre-construction

Compl y

conference.

R. Siren

- | | |
|---|---------|
| 1. One (1) Federal Model Q2B or department approved equal electro-mechanical siren shall be provided. Location to be determined by the District. No exceptions. | Compl y |
| 2. The siren to be controlled from an officer side momentary pushbutton and a labeled Linemaster, Compact #491-S or equal siren switches shall be located on the forward front floorboard, on the extreme left side in front of the driver's seat. The switch shall be mounted on ergonomically angled polished aluminum tread plate platform and so located for easy access when wearing boots. The siren shall only function when the red emergency lights are activated. No exceptions. | Compl y |
| 3. An adjustable sequential timer switch, Amprite Model #12F-DFA or equal with wire termination, shall be provided for automatic siren operation. The timer switch shall be controlled by two (2) rocker switches, one (1) mounted in front of the officer's seat and one (1) mounted in the switch panel. The switches shall be labeled " AUTO SIREN " and shall only function when the red emergency lights are activated. | Compl y |
| 4. Separate siren brake switches, labeled " SIREN BRAKE " shall be provided for the driver and officer and shall function with a constant 12 volt power supply when the battery switch is on. | Compl y |
| 5. All switches to be fully accessible while the vehicle is in operation. | Compl y |

44. COMMUNICATION SYSTEMS

A. Intercom and Radio Interface System

- | | |
|---|---------|
| Provide a Central Supply International (CSI) or equal Emergency Apparatus Intercom System at the six (6) seated positions in the tractor cab, two (2) positions in the tiller cab, one (1) position at the pump panel and one (1) position at the turntable pedestal. Exterior jacks to be rated for external, wet location use and shall have a spring loaded weather proof cover, no exceptions . System to be installed as directed by the system manufacturer. | Compl y |
| 1. The system shall provide VOX intercom at all positions and push-to-talk for the driver, officer and pump panel. An | Compl y |

auxiliary input shall be provided in the officer panel and shall cancel with a delayed return when;

- Any PTT button is depressed.
- The master emergency switch is turned on.

2. All wires for each jack and PTT shall run un-spliced, and labeled directly the system component to component. All wire connections shall be plug and play. PTT buttons shall be color coded and dimly backlit for visible operation in all lighting conditions. Compl y

3. Exact mounting locations to be determined and approved by the District at the pre-construction conference. Compl y

4. The system shall consist of the following components: Compl y

<u>Quantity</u>	<u>Description</u>
One (1)	Intercom system.
Five (5)	Headsets.
Eight (8)	Interior headset jack. Two (2) Exterior headset jack.
Two (2)	Push-to-talk (PTT) two button switch panels with color coded and dimly lit buttons (blue and white).
One (1)	Push-to-talk (PTT) three button switch panel with color coded and dimly lit buttons (blue, white and red) and auxiliary input jack.
One (1)	15' headset extension cord.

5. System shall also include the LACoFD Special amplified panel speakers and integral PA Amp. Compl y

6. Contact Central Supply International for further information: Compl y

Central Supply International 4555 Elm
Street
Chino, CA 91710
(951) 206-9237

B. Aerial Ladder Intercom/Annunciator System Compl y

1. Provide and install a two (2) station FRC Always Clear Talking (ACT) or equal digital Intercom/Annunciator system. The system shall have two (2) remote control panels, an automatically triggered annunciator and two (2) 115 db speakers. The annunciator/speakers shall be mounted in a protected environment. The main control station, located in the operator's pedestal control console, shall normally monitor the aerial ladder tip and shall be provided with push-to-talk capabilities. The station at the aerial ladder tip shall only have provisions for hands-free operation.

Compl y

2. Provide a separate double shielded aerial ladder communications cable for the Intercom/Annunciator system to minimize noise. The communication and lighting cables shall be routed through the ladder section to the fly tip or secured along the main and fly ladder sections, suspended between the ladder trusses between the top of the main section and bottom of fly section. The cables shall be provided with a take-up feature to eliminate cable slack. The cables shall be provided with adequate number and size conductors to operate all communications and lighting equipment, etc.

Compl y

Exact mounting locations to be determined and approved by the District at the pre-construction conference.

Compl y

45. 110 VAC ELECTRICAL SYSTEM

A. General

1. A District supplied portable Honda #EM5000SX generator shall provide 110 VAC power to the apparatus through its 220 VAC connector.

Compl y

2. Provide a generator shelf with Slide Master or equal slide in the right rear trailer compartment. The shelf shall fully extend outside the compartment for generator operation and lock in the innermost and outermost positions.

Compl y

3. All external outlets to have Woodhead/FD outlet boxes with Woodhead Watertite #65W47 single flip lids and NEMA L5- 15 female receptacles or equal.

Compl y

4. All watertite plugs and connectors shall meet NEMA Type 4X requirements when properly mated to its corresponding watertite component.

Compl y

5. Mounting locations and installation of 110 VAC related

Compl y

components to be determined and approved by the District at the pre-construction conference.

B. 110-VAC Electrical Circuits

1. Two (2) NEMA 5-20 plug equipped pigtails shall be hard wired to a breaker box mounted in the right rear trailer compartment. The pigtails shall not restrict the generator from being operated in its innermost or outermost shelf positions when connected. Phases from the generator set shall be split and balanced to prevent generator damage when utilizing electrical circuits from only one side of the apparatus. Comply

2. All wiring from the breaker box shall be color coded, enclosed in Liquidtight flex conduit and shall terminate in lugged junction boxes. The following circuits shall be provided: Comply

a. 1 each, 15-amp GFI circuit to two (2) receptacles, one (1) on each right and left side of the tractor, adjacent to the 20,000 lumen lights. Comply

b. 1 each, 15-amp GFI circuit to two (2) receptacles. One in each right and left side of the trailer body, exact placement to be determined at pre-construction. Comply

c. 1 each, 15-amp GFI circuit to 20,000 lumen lights and one receptacle mounted on the ladder tip. Comply

d. 1 each, 15-amp GFI circuit to the cord reel. Comply

e. 1 each, 15-amp GFI circuit to two receptacles, one on each right and left side of the rear trailer body bulkhead. Comply

C. 110 VAC Equipment

1. The following equipment shall be provided and mounted on the apparatus to operate in conjunction with the portable generator: Comply

a. Two (2) FRC Spectra or equal 20,000 lumen LED floodlights shall be provided, one (1) light to be mounted on of each right and left side of the tractor. The lights shall be telescoping and have portable tripod capability with quick release hold-downs. Each light shall be provided with a switch and operated independently. Location to be determined Comply

and approved by the District at the pre-construction conference.

- | | |
|--|--------|
| b. Two (2) FRC Spectra or equal 20,000 lumen LED floodlights shall be provided. The lights shall have grab and run capability with quick release hold-down bases. Each light shall be provided with a switch and operated independently. Location to be determined and approved by the District at the pre-construction conference. | Comply |
| c. Two (2) FRC Spectra or equal 20,000 lumen LED floodlights shall be provided, one (1) light to be mounted on the left and right tip of the ladder. Each light shall be provided with a switch and operated independently from the turntable. Provide impact guards whenever lights are susceptible to damage from roof operations. Location to be determined and approved by the District at the pre-construction conference. | Comply |
| d. One (1) Hannay ECR 1618-17-18 or equal electric rewind cord reel, with 4-way cord roller guide and 300' of 12/3 Woodhead SY12-3 SOOW or equal heavy-duty yellow cord with NEMA L5-15 Watertite connector, shall be mounted on the tractor, just aft of the pump enclosure body. The reel and rewind button shall be located in an accessible area to be determined and approved by the District at the pre-construction conference. No exceptions. | Comply |
| e. Provide a Woodhead Series 3200 Safeway or equal multiple outlet "locator box" with eight (8) individual watertite single flip lid female receptacles and light and 40" pigtail with NEMA L5-15 watertite plug. | Comply |

46. **EQUIPMENT**

Bidders shall include in their bid the following equipment with each quint unless specified otherwise:	Comply
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|---|--------|
| A. One (1) 1000 gpm aluminum alloy ladder pipe assembly and detachable aluminum alloy 3" waterway shutoff with 2-1/2" female swivel inlet, Akron Brass Company or District approved equivalents. Ladder pipe and associated component selection shall be prioritized by weight, overall size and functionality. | Comply |
| B. Provide one (1) ladder pipe storage bracket assembly | Comply |

to secure the ladder pipe on the uppermost right side walkway of the trailer body. District to have final approval of the storage at the pre-construction conference.

- | | |
|--|--------|
| C. Provide one (1) hose tray to adequately store and secure 120' of 3" synthetic rubber hose on the uppermost right side walkway of the trailer body. District to have final approval of the storage at the pre-construction conference. | Comply |
| D. Five (5) compartment door striker pins. | Comply |
| E. Four (4) Worden model HWGSB-Y wheel chocks and brackets shall be mounted under the tractor cab. District will have final approval of location at the pre-construction conference. | Comply |

These specifications were prepared by Power Equipment Specification Writer David Thornton and Fleet Division Chief with the assistance of the Apparatus Committee of the Consolidated Fire Protection District of Los Angeles County, Fire Fleet Services Division (323) 881-3020.	Comply
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ATTACHMENT “A”

The District is evaluating different avenues for reducing the initial purchase price and overall operating costs of its emergency fleet. For evaluation purposed bidders are requested to make proposals, to the District only, in the following areas. Please note that this is for information purposes only and will not be part of the evaluation process nor will it be used to determine the final award(s).”

COMPONENTS

On a separate attachment from the bid labeled “COMPONENTS”, bidders are requested to list comparable, less costly alternatives to those specified by the District. Bidders shall list the name of the alternative component or component system, its manufacturer, warranty period and the apparatus per unit cost reduction from the component or component system specified by the District. Cost comparisons shall only be listed if there is an apparatus cost reduction to the District and shall include, but not be limited to, the following:

Steering and drive axles	Air suspension
Diesel engine	Auxiliary retarder
Fire pumps	Tires
Synthetic water tank	Discharge gates and inline valves
Seating	Instrumentation
Load management system	Emergency (LED) lighting
Intercom System	Data recorders

FUTURE APPARATUS ORDER PROPOSAL

On a separate attachment from the bid labeled “FUTURE APPARATUS ORDER PROPOSAL”, bidders have an opportunity to propose a plan for additional apparatus to commence within twelve (12) months following the initial bid award.

MARKETING PROPOSAL

On a separate attachment from the bid labeled “MARKETING PROPOSAL”, bidders, apparatus manufacturers, component and component system manufacturers and suppliers have a tremendous opportunity to propose “tasteful” marketing agreements to the District that shall directly reduce the apparatus per unit cost to the District for this order and any subsequent add-on orders by the District. The proposal shall clearly describe the marketing plan and agreement desired, term of the agreement and apparatus per unit cost reduction. The District shall not enter, make or commit to any agreement as a result of this solicitation without the written consent and approval of the District Fire Chief and County Counsel.