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

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

Wednesday
June 15, 2022
6:30 p.m.

MISSION STATEMENT

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

GENERAL INFORMATION

Documents related to an Agenda item are available to the public in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours and the City's website at http://www.montereypark.ca.gov/AgendaCenter/City-Council-17.

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

PUBLIC PARTICIPATION

You may speak up to 5 minutes on Agenda item. You may combine up to 2 minutes of time with another person's speaking. No person may speak more than a total of 10 minutes. The Mayor and City Council may change the amount of time allowed for speakers. Written Communication will be accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov.

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

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS:

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

STAFF COMMUNICATIONS:

- Recreation and Community Services Department
- Fire Department

[1.] PRESENTATION – NONE.

[2.] OLD BUSINESS – NONE.

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

3-A. MONTHLY INVESTMENT REPORT – MAY 2022

It is recommended that the City Council consider:

(1) Receiving and filing the monthly investment report; and

(2) Taking such additional, related, action that may be desirable.

3-B. RECOMMENDATIONS FOR ADOPTION OF FISCAL YEAR 2022-23 ANNUAL BUDGET

It is recommended that the City Council consider:

(1) Adopting by Resolution the City's and Successor Agency's Fiscal Year 2022-2023 Annual Budget as presented on May 25, 2022, City Manager's recommended budget incorporated with the Council's directions;

(2) Adopting a Resolution amending the City's Administrative Code; and

(3) Taking such additional, related, action that may be desirable.

3-C. PROFESSIONAL SERVICES AGREEMENT WITH ADMINSURE, INC. TO PROVIDE THIRD PARTY ADMINISTRATION SERVICES FOR THE CITY'S WORKERS' COMPENSATION CLAIMS PROGRAM

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a standard professional services agreement with Adminsure, Inc. in a form approved by the City Attorney, to provide Third Party Administration services for the City's Workers' Compensation program; or

(2) Taking such additional, related, action that may be desirable.

3-D. PROFESSIONAL SERVICES AGREEMENT WITH RALPH ANDERSEN & ASSOCIATES TO CONDUCT A CITY-WIDE CLASSIFICATION AND COMPENSATION STUDY

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a standard professional services agreement with Ralph Andersen & Associates in a form approved by the City Attorney, to conduct a City-wide Classification and Compensation Study; or

(2) Taking such additional, related, action that may be desirable.

3-E. RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION FOR THE TERM OF JULY 1, 2022 TO JUNE 30, 2023

It is recommended that the City Council consider:

(1) Adopting a Resolution approving a Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Professional Chief Officers' Association ("MPPCOA"). The MPPCOA represents the battalion chiefs in the Monterey Park Fire Department;

(2) Authorizing budget appropriation of approximately $24,626 from the General Fund and $13,500 from the American Rescue Plan Act (ARPA) Funds for the 2022-2023 fiscal year; and

(3) Taking such additional, related, action that may be desirable.

3-F. RESOLUTION DECLARING AN EMPLOYMENT EMERGENCY FOR THE CITY OF MONTEREY PARK

It is recommended that the City Council consider:

(1) Adopting a Resolution declaring an employment emergency for the City of Monterey Park and authorizing the City Manager to take all practical actions needed to implement the efficient recruitment and retention of persons for employment; and

(2) Taking such additional, related, action that may be desirable.

3-G. 2021-22 STREET REHABILITATION AT VARIOUS LOCATIONS PROJECT – AWARD OF CONTRACT

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with All American Asphalt of Corona, CA in the contract amount of $7,294,219 for the 2021-22 Street Rehabilitation at Various Locations Project;

(2) Authorizing the Director of Public Works to approve change orders and contingency up to $729,422, or 10% of the contract amount for a total project cost of $8,023,641; and

(3) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act)**:**

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

3-H. 2022 CATCH BASIN RETROFIT DEVICE INSTALLATION – AWARD OF CONTRACT

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with United Storm Water Inc. of Industry, CA in the contract amount of $99,450 for the 2022 Catch Basin Retrofit Device Installation;

(2) Authorizing the Director of Public Works to approve change orders and contingency up to $9,945, or 10% of the contract amount;

(3) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act)**:**

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

3-I. 2022 SLURRY SEAL AT VARIOUS LOCATIONS – AWARD OF CONTRACT

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with Onyx Paving Company Inc. of Anaheim, CA in the contract amount of $848,000 for the 2022 Slurry Seal At Various Locations;

(2) Authorizing the Director of Public Works to approve change orders and contingency up to $127,200, or 15% of the contract amount; and

(3) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act)**:**

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

3-J. PREFERENTIAL PARKING DISTRICT: VANCOUVER AVENUE

It is recommended that the City Council consider:

(1) Adopting a Resolution amending Resolution Nos. 10931, 11634 and 11744 to include Vancouver Avenue from Avenida Cesar Chavez to Dorner Drive among the preferential parking districts; and

(2) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act)**:**

The proposed action is exempt from the requirements of the California Environmental Quality Act (Pub. Res. Code §§ 21000, *et seq*.: "CEQA") and CEQA Guidelines (Cal. Code Regs. Title 14, §§ 15000, *et, seq*.) in accordance with CEQA Guidelines § 15305 (Class 5 – Minor Alterations in Land Use Limitations). The project involves a negligible expansion of use; there is only a minor change in the operation of an existing use. The project would not result in significant effects related to traffic, noise, air quality, or water quality and it can be adequately served by all required utilities and public services

3-K. LOCAL ROADWAY SAFETY PLAN (LRSP)

It is recommended that the City Council consider:

(1) Accepting grant funding in the amount of $51,000 from the California Department of Transportation for the Monterey Park Local Roadway Safety Plan (LRSP) Project;

(2) Authorizing the City's Management Services Department to appropriate $51,000 in grant funding and $5,667 in matching funds from the General Fund to the FY22-23 budget for this project; and

(3) Taking such additional, related, action that may be desirable.

[4.] PUBLIC HEARING - None.

[5.] NEW BUSINESS – None.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

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

ADJOURN

City Council Staff Report

DATE: June 15, 2022
AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council
FROM: Joseph Leon, City Treasurer
SUBJECT: Monthly Investment Report – May 2022

RECOMMENDATION:

It is recommended that the City Council consider:

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

EXECUTIVE SUMMARY:

As of May 31, 2022 invested funds for the City of Monterey Park is $85,049,444.38.

BACKGROUND:

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council showing the types of investments, dates of maturities, amounts of deposits, rates of interest, and the current market values for securities with maturity more than 12 months. The attached monthly investment report includes a summary investment report for the LA County Pooled Investment Fund, which displays the composition by type for the entire pooled investment fund.

Respectfully submitted by:

Joseph Leon
City Treasurer

Prepared by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

ATTACHMENT:

1. Monthly Investment Report

Attachment 1
Monthly Investment Report

CITY OF MONTEREY PARK
INVESTMENT REPORT
MAY 31, 2022

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 5/31/2022 **$ 85,049,444.38**

INVESTMENT COMPOSITION

(1)	**LA COUNTY POOLED INVESTMENT FUND** *(See Schedule A for LA County Pool Composition)*	ON DEMAND	0.800%	***$ 37,815,389.78***
(2)	**LOCAL AGENCY INVESTMENT FUND**	ON DEMAND	0.510%	***$ 40,859,054.60***

	(3) **CERTIFICATES OF DEPOSIT**	Purchase Date	Maturity Date	Interest Rate	
1	PREFERRED BANK	09/03/21	09/03/22	0.51%	100,000
2	PREFERRED BANK	09/08/21	09/08/22	0.51%	150,000
3	SALLIE MAE BANK	08/11/21	08/12/24	0.70%	245,000
4	GOLDMAN SACHS BANK	08/11/21	08/12/24	0.60%	245,000
5	TOYOTA FINANCIAL SAVINGS BANK	09/16/21	09/16/24	0.65%	245,000
6	BMW BANK NORTH AMERICA	09/17/21	09/17/24	0.65%	245,000
7	SYNCHRONY BANK	09/17/21	09/17/24	0.65%	245,000
8	UBS BANK USA	09/22/21	09/23/24	0.65%	245,000
9	STATE BANK OF INDIA	10/18/21	10/18/24	0.70%	245,000
10	LIVE OAK BANKING CO.	01/14/22	01/16/24	0.70%	245,000
11	GREENSTATE CREDIT UNION	01/14/22	01/16/24	0.70%	245,000
12	BEAL BANK USA	01/19/22	01/17/24	0.70%	245,000
13	MEDALLION BANK UTAH	01/28/22	01/28/25	1.25%	245,000
14	PENTAGON FEDERAL UNION	01/31/22	01/31/25	1.25%	245,000
15	BEAL BANK	02/02/22	01/29/25	1.15%	245,000
16	AMERICAN EXPRESS NATL BANK	03/09/22	03/11/24	1.60%	245,000
17	BARCLAYS BANK DELAWARE	03/09/22	03/11/24	1.55%	245,000
18	CAPITAL ONE BANK USA	03/16/22	03/17/25	1.80%	245,000
19	VALLIANCE BANK	03/18/22	03/18/25	1.40%	245,000
20	STATE BANK OF TEXAS	03/25/22	03/25/25	1.45%	245,000
21	FIRST FED SAVINGS & LOAN	03/30/22	03/31/25	2.00%	245,000
22	LAFAYETTE FEDERAL CREDIT UNION	03/30/22	03/31/25	2.20%	245,000
23	ALLY BANK	03/31/22	03/28/24	1.95%	245,000
24	COMENITY CAPITAL BANK	04/14/22	04/14/25	2.55%	245,000
25	AMERICU CREDIT UNION	04/21/22	04/21/25	2.30%	245,000
26	BALBOA THRIFT & LOAN	04/29/22	04/29/25	2.00%	245,000
27	CONNEXUS CREDIT UNION	05/26/22	05/28/24	2.65%	245,000
	Total CDs (27)			1.290%	***$ 6,375,000.00***

OTHER INFORMATION:

BANK BALANCE: [(1)] $ 4,757,662.85

AVERAGE MATURITY DAYS 62

AVERAGE INTEREST RATE FOR THE MONTH 0.700%

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

INTEREST EARNINGS FOR 3RD QUARTER 2021-2022 **$ 64,222.00**

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

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

POOLED SURPLUS AND SPECIFIC PURPOSE INVESTMENTS
AS OF APRIL 30, 2022

SCHEDULE A

PORTFOLIO PROFILE	Pooled Surplus Investments	Specific Purpose Investments
Inventory Balance at 04/30/22		
At Cost	$ 48,453,943,573	$ 156,653,140
At Market	$ 46,636,235,466	$ 141,956,803
Repurchase Agreements	$ -	$ -
Reverse Repurchase Agreements	$ -	$ -
Composition by Security Type:		
Certificates of Deposit	3.93%	0.00%
United States Government and Agency Obligations	69.50%	72.29%
Bankers Acceptances	0.00%	0.00%
Commercial Paper	26.49%	0.00%
Municipal Obligations	0.06%	1.82%
Corporate and Deposit Notes	0.02%	0.00%
Repurchase Agreements	0.00%	0.00%
Asset-Backed	0.00%	0.00%
Other	0.00%	25.89%
1-60 days	38.63%	0.00%
61 days-1 year	24.61%	25.89%
Over 1 year	36.76%	74.11%
Weighted Average Days to Maturity	906	

City Council Staff Report

DATE: June 15, 2022

AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council

FROM: Martha Garcia, Director of Management Services

SUBJECT: Recommendations for Adoption of Fiscal Year 2022-23 Annual Budget

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting by Resolution the City's and Successor Agency's Fiscal Year 2022-2023 Annual Budget as presented on May 25, 2022, City Manager's recommended budget incorporated with the Council's directions;
2. Adopting a Resolution amending the City's Administrative Code; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City Council conducted a public budget workshop on May 25, 2022, regarding the City's current finances, projected revenues, and financial obligations. The budget for FY 2022-2023 presents a spending plan that anticipates $128.2 million in estimated operating revenues and transfers-in from all funds combined and $151.6 million in operating, and capital improvements expenditures and transfers-out. Financial matters, including staffing realignment and changes, mitigation strategies for retiree medical unfunded liabilities, economic development projects, and goals and objectives associated with the City budget, were presented and discussed at the workshop.

BACKGROUND:

On May 25, 2022, City Council conducted a public budget workshop were FY 2022-23 estimated revenues and expenditures presented were $127.1 million and $149.2 million, respectively. Additionally, City staff have presented to City Council the addition of two capital improvement projects (CIPs) to be included in the FY2022-2023 Budget:

- On May 18, 2022, staff presented to Council a CIP for the school and crosswalk safety enhancement project to be funded with Active Transportation Program (ATP) Cycle 4 grant revenue at $1.2 million.
- On June 1, 2022, staff presented to Council a CIP for a street maintenance project to be funded with Road Maintenance and Rehabilitation (SB1) funds at $1.3 million.

Therefore, the City's FY 2022-2023 Operating, Debt and Capital Budget total is $151.6 million of which $50.5 million is in the General Fund, $25.9 million is for capital

improvements and $2.3 is for the Successor Agency enforceable obligations and administration costs. A careful and methodical approach was taken in preparing the budget consistent with City Council's practice to exercise fiscal prudence with funding requests and the preservation of the General Fund reserves. Departmental budget requests were scrutinized considering essential operational needs and limiting the ongoing demand on the City's finances. This operating budget takes the stance of status quo with escalations only where the cost-of-service delivery has increased.

FISCAL IMPACT:

The FY 2022-2023 citywide budget is estimated to be $151.6 million, with a General Fund Budget of $50.5 million (net of transfers).

Respectfully submitted by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. Budget Adoption Resolution
2. Administrative Code Resolution

ATTACHMENT1
Budget Adoption Resolution

RESOLUTION NO.

A RESOLUTION ADOPTING THE FISCAL YEAR 2022-2023 FINAL OPERATING, DEBT AND CAPITAL BUDGET FOR THE CITY OF MONTEREY PARK AND THE SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY

The City Council for the City of Monterey Park and the City Council acting on behalf of the Successor Agency (collectively referred to, for convenience, as the "City") does resolve as follows:

SECTION 1: **FINDINGS**. The City Council finds and declares as follows:

A. The City Council reviewed the proposed final Operating and Debt Budget ("Budget") for the City and Capital Improvement Plan ("CIP") for fiscal year 2022-2023;

B. The Budget and CIP are based upon appropriate estimates and financial planning for the City's operations, debt and capital improvements;

C. The City Council conducted public study sessions on May 25, 2022;

D. The City Council is fully informed regarding the City's current finances, projected revenue, and financial obligations; and

E. It is in the public interest for the City Council to adopt the Budget and CIP as proposed by the City Manager.

SECTION 2: **Adoption**. The Budget and the Capital Improvement Projects as incorporated by reference to this Resolution are approved and adopted subject only to the authorizations set forth below. Such approval and adoption includes, without limitation, the Position Control Listing of Authorized Positions, Classification and Compensation Plans set forth in the Budget which recognizes new classifications and removes unused classifications.

SECTION 3: **Appropriations Limit**.

A. Article XIIIB of the California Constitution requires the City to set its Appropriations Limit on an annual basis;

B. The City's Appropriations Limit may be adjusted annually based upon inflation and population growth.

C. The City Council may choose the method of calculating adjustments to the City's Appropriations Limit on an annual basis. For inflation, pursuant to Article XIIIB, § 8(e)(2), adjustments to the Appropriations Limit may be calculated using either the percentage change in per capita personal income from the preceding year or the percentage change in the local

assessment roll from the preceding year because of local nonresidential new construction. For population growth, pursuant to Government Code § 7901(b), the City may either use the percentage growth either in its jurisdiction or from the surrounding county.

D. Pursuant to Article XIIIB of the California Constitution, and those Government Code sections adopted pursuant to Article XIIIB, § 8(f), the City Council chooses to adjust the City's Appropriations Limit by calculating inflation using the California per capita personal income growth and calculating population growth by using the percentage change in population in Los Angeles County.

E. As a result of the adjustments made to the City's Appropriations Limit, the City Council sets the Appropriations Limit for fiscal year 2022-2023 at $105.6 million.

SECTION 4: **Budget Appropriations**. Based upon the Budget, the total General Fund operating budget, including transfers, is $50.5 million. The Overall City Budget is $151.6 million including Capital Improvement Projects. The City Manager, or designee, is authorized to implement the appropriations for City Departments.

SECTION 5: **CIP Appropriations**. Based upon the CIP, a total of $25.9 million is appropriated for capital improvement projects for fiscal year 2022-2023. The City Manager, or designee, is authorized to implement the CIP.

SECTION 6: **Reappropriation**. The City Manager, or designee, is authorized to reappropriate any unused appropriations for capital projects, special projects, and grant programs at the close of fiscal year 2022-2023 for the Budget and CIP.

SECTION 7: **Fund Operating Reserves**. The City Manager, or designee, may appropriate any remaining revenues at the close of fiscal year 2022-2023 into the applicable Fund operating reserve per Governmental Accounting Standards Board (GASB) Statement No. 54.

SECTION 8: **Budget Adjustments**. The Budget may be subsequently adjusted as follows:

A. By majority vote of the City Council;

B. By the City Manager, or designee, for all appropriation transfers between programs and sections within a City department and between appropriation units (e.g., salaries and benefits, services and supplies, and capital outlay) within programs;

C. Objects code expenditures within appropriation units in a program are not

restricted so long as funding is available in the appropriation unit as a whole.

SECTION 9: **Contracting Authority.**

A. Pursuant to Monterey Park Municipal Code ("MPMC") Chapter 3.20, the City Manager, or designee, is authorized to bid and award contracts for the equipment, supplies, and services approved in the Budget.

B. Pursuant to MPMC § 3.90.050(c), the City Manager or designee, is authorized to execute all contracts awarded for equipment, supplies, and services approved in the Budget.

C. For all other services, equipment, and supplies, the City Manager or designee, is authorized to execute contracts in accordance with the MPMC.

SECTION 10: **Electronic Signatures**. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 11: **Recordation**. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 12: **Effective Date**. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

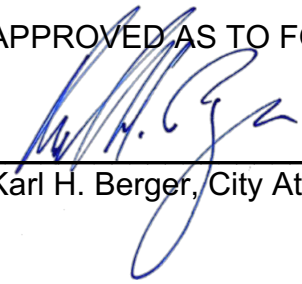
PASSED AND ADOPTED this 15th day of June 2022.

_____
Henry Lo, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

ATTACHMENT 1
Administrative Code Resolution

RESOLUTION NO. __

A RESOLUTION AMENDING THE PREVIOUSLY ADOPTED MONTEREY PARK ADMINISTRATIVE CODE ESTABLISHING CITY DEPARTMENTS, IDENTIFYING DEPARTMENT DIRECTORS, AND IMPLEMENTING DEPARTMENT RESPONSIBILITIES.

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

SECTION 1: ***Purpose***. This Resolution is adopted pursuant to Section 5 of Resolution No. 12200 (adopted September 16, 2020) to reflect changes made to the City's administration implemented by the City Manager since 2020. Resolution No. 12200, as amended by Resolution No. 12209 (adopted November 4, 2020), constitutes the "Monterey Park Administrative Code."

SECTION 2: ***Incorporation of Previous Resolutions***. Unless specifically provided in this Resolution, the definitions, construction, delegation of authority, and authority to make administrative changes reflected in the Monterey Park Administrative Code are incorporated by reference into this Resolution without restatement.

SECTION 3: ***Organization and Operation***. In addition to any powers delegated by applicable law including the MPMC, the City Manager is the City officer responsible for directing and supervising the administration of all departments, offices and agencies of the City, and is responsible for the general overall administration of City government. This office is also responsible for coordinating intergovernmental relations and promoting community relations and economic vitality. Unless the City Manager subsequently transfers supervisorial authority to a different Department, the City Manager will directly supervise the following divisions:

A. ***City Clerk*.** While the City Clerk is an elected official, the City employees within the City Clerk's office are supervised by the City Manager, or designee, on a day-to-day basis.

B. ***Economic Development Division***. The City Manager, or designee, directly supervises:

1. Economic Development;

2. CDBG Administration;

3. HOME housing program;

4. Affordable housing program; and

5. Business improvement area.

SECTION 4: ***Management Services Department.***

A. **Organization.** The Management Services Department is established under the direction and administration of the Management Services Director. These areas are:

1. Finance;
2. Information Technology;
3. Revenue Collection;
4. Central Support Services; and
5. Community Housing Assistance.

B. **Establishment of Funds and Accounts.** The following City funds are established:

1. General Fund - The General Fund is established as a medium of control of and accounting for municipal activities other than activities authorized or contemplated by special funds or other governmental funds. All revenues and receipts which are not by law or otherwise pledged or encumbered for special purposes will be credited to the General Fund.
2. Special Revenue Funds - Special Revenue Funds will be established to account for revenues designated for particular purposes under the governmental funds group.
3. Capital Projects Funds - Capital Projects Funds will be established to account for all revenues designated for the acquisition of capital facilities except those facilities financed by special assessment.
4. Debt Service Fund - A Debt Service Fund within the governmental fund group and in each proprietary fund, as appropriate, will be established to service the revenue and expense accounts devoted to the payment of interest and principal on long-term revenues and general obligation debt other than that payable from special assessments.
5. Trust Funds - Trust Funds will be established to account for revenues held by the City as a trustee.
6. Internal Service Funds - Internal Service Funds may be established to provide services efficiently and economically to other funds or departments and be accounted for under proprietary fund rules.

7. Special Assessment Funds - Special Assessment Funds will be established to account for the construction of public improvements that are financed by special levies against properties adjudged to receive benefits different than those received by the city residents, and for the maintenance and upkeep of such assets.

8. Enterprise Funds - Enterprise Funds will be established as proprietary funds with full accrual accounting that specialize in providing for utility or other fee-supported services to the public. These funds include water, wastewater, and solid waste.

9. Petty Cash Account - A Petty Cash Account will be established as an interest cash account in an amount to be fixed by finance departmental policy. These funds are set aside for the purpose of making change or paying small obligations for which the issuance of a formal voucher and check could be too expensive and time consuming. The annual audit of City funds provides for a review of these disbursements.

10. Groups of Accounts - The City may employ self-balancing groups of accounts. These groups are general fixed assets group and general long-term debt group for governmental funds.

SECTION 5: ***Department of Recreation and Community Services.*** A Department of Recreation and Community Services is established under the direction and administration of the Recreation and Community Services Director. These areas are:

A. Facilities Supervision;

B. Aquatics;

C. Langley Center;

D. Youth Activities;

E. Recreational Activities;

F. Community Participation; and

G. Community Transportation.

SECTION 6: ***Police Department.*** The Police Department is established under the direction and administration of the Chief of Police. These areas include:

A. Administration;

B. Community Engagement;

C. Traffic Bureau;

D. Field Services;

E. Investigations;

F. Animal Services;

G. Communications;

H. Jail;

I. Records; and

J. Computer Services.

SECTION 7: ***Fire Department***. The Fire Department is established under the direction and administration of the Fire Chief. These areas include:

A. Administration;

B. Prevention. Prevention is responsible for the implementation of a Building and Safety program, Fire Prevention program, Hazardous and Toxic Materials regulatory program;

C. Emergency Operations. Emergency Operations is responsible for the protection of life and property through the quick and effective extinguishment of fires, delivery of emergency medical services to victims of sudden illness and injury, mitigation of toxic and hazardous materials emergencies, response to a variety of emergency conditions which may threaten lives and property of the public, the planning and coordination of a City-wide disaster preparedness program, and the delivery of information and educational programs to the public;

D. Emergency Medical Services;

E. Community Risk Reduction; and

F. Code Enforcement. Code Enforcement is responsible for a general enforcement program, Housing Rehabilitation program, Public

Education program and other activities related to permitting, plan checking, inspections and the enforcement of community standards.

SECTION 8: ***Public Works Department***. A Public Works Department is established under the direction and administration of the Public Works Director. These areas are:

A. Community transportation;

B. Street and Alley maintenance;

C. Storm drain maintenance;

D. Sanitary sewer maintenance;

E. Street cleaning;

F. Traffic control, Signage and Striping;

G. Street lighting;

H. Refuse collection;

I. Administration;

J. Water Commercial;

K. Water Production;

L. Water Distribution;

M. Water Capital Projects;

N. Parkway and City Tree inventory maintenance;

O. Parks;

P. Building Maintenance;

Q. Motor Pool Shop; and

R. Engineering;

SECTION 9: ***Human Resources and Risk Management Department.*** A Department of Human Resources and Risk Management is established under the

direction and administration of the Human Resources and Risk Management Director. Under the direction of the Human Resources Director, the Department is responsible for recruitment and selection, classification, compensation and benefits, training, employee relations and labor negotiations, and risk management.

SECTION 10: ***Community Development Department.*** A Department of Community Development is established under the direction and administration of the City Planner or Community Development Director. These areas are:

A. Planning; and

B. Building and Safety.

SECTION 11: ***Library.*** A Library is established in accordance with the MPMC under the direction and administration of the Librarian. The Library is divided into the following areas:

A. Administration;

B. Reference and Adult Services;

C. Technical Services and Circulation;

D. Literacy; and

E. Children's Services.

SECTION 12: ***Effect of Reorganization****.* Any new titles for departments, divisions, department heads and division heads as enacted by this Resolution supersede and replace any inconsistent terms, titles, or references appearing in previously enacted City of Monterey Park Ordinances, Resolutions, AP&P, and written policies.

SECTION 13: ***Environmental Review****.* This resolution is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*., "CEQA") and CEQA regulations (14 California Code of Regulations ("CCR") §§ 15000, *et seq*.) because it establishes rules and procedures to clarify existing policies and practices related to government organization; does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this Resolution does not constitute a "project" that requires environmental review (*see* specifically 14 CCR § 15378(b)(4-5)).

SECTION 14: ***Conflicts***. In the event of a conflict between the provisions of this Resolution and the provisions the MPMC, any other resolution, or any resolution, the provisions of this Resolution govern. The City Manager is authorized to resolve any ambiguities. Any such determination must be forwarded to the City Council as an informational item when practicable.

SECTION 15: ***Electronic Signatures*.** This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 16: ***Construction*.** This Resolution must be broadly construed in order to achieve the purposes stated in this Resolution. It is the City Council's intent that the provisions of this Resolution be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 17: **Recordation**. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 18: **Effective Date**. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 15th day of June 2022.

ATTEST: _____
Henry Lo, Mayor

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: June 15, 2022

AGENDA ITEM NO: Consent Calendar - 3C

TO: The Honorable Mayor and City Council

FROM: Christine Tomikawa, Director of Human Resources & Risk Management

SUBJECT: Professional Services Agreement with Adminsure, Inc. to provide Third Party Administration services for the City's Workers' Compensation Claims program

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a standard professional services agreement with Adminsure, Inc. in a form approved by the City Attorney, to provide Third Party Administration services for the City's Workers' Compensation program; or
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City's contract for third party administration ("TPA") services with Adminsure, Inc., for the Workers' Compensation ("WC") program, were bundled in the ICRMA administration fees which will expire June 30, 2022. Effective July 1, 2022, the City is recommending a professional services agreement with Adminsure, Inc. to continue the TPA services.

BACKGROUND:

In November 2021, the Council authorized the City of Monterey Park to withdraw from ICRMA and join a different insurance risk pool. To continue the TPA services for the Workers' Compensation program, staff recommends the City of Monterey Park contract with Adminsure, Inc. The PSA will ensure a smooth transition with all current workers' compensation claims and new claims under the new insurance risk pool. Adminsure has experience working with ICRMA and PRISM insurance pools' processes and procedures.

Adminsure, Inc. has provided Workers' Compensation services to public agencies since 1982. It provides all aspects of third party administration services from the initial paperwork for a workers' compensation claim, case management, medical management, coordination of Workers' Compensation (WC) benefits, return to work programs and required State of California audits and reports. The City utilizes an on-

call service, Company Nurse, to initially triage employee injury reports/claims and these services will continue with the Adminsure agreement.

Staff recommends continuing the Workers' Compensation TPA services with Adminsure, Inc. The terms of the agreement are:

Year 1 (2022-2023): $13,084/mo. estimated at $157,008 for the year.
Year 2 (2023-2024): 3% increase estimated at $161,718
Year 3 (2024-2025): 3% increase estimated at $166,570
Optional Year 4 and Year 5

FISCAL IMPACT:

Fiscal Year 2022-2023, the Human Resources and Risk Management Department budget has allocated appropriate funds for the estimated $157,008 TPA services fee.

Respectfully submitted by:

Christine Tomikawa
Director of Human Resources
and Risk Management

Review by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

City Council Staff Report

DATE: June 15, 2022

AGENDA ITEM NO: Consent Calendar - 3D

TO:	The Honorable Mayor and City Council
FROM:	Christine Tomikawa, Director of Human Resources & Risk Management
SUBJECT:	Professional Services Agreement with Ralph Andersen & Associates to conduct a City-wide Classification and Compensation Study

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a standard professional services agreement with Ralph Andersen & Associates in a form approved by the City Attorney, to conduct a City-wide Classification and Compensation Study; or
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City continues to evaluate best practices and processes in order to attract and retain well qualified candidates and employees. A classification and compensation study is a tool to help the City evaluate our current job descriptions, salaries, and benefits in comparison to other local public agencies.

Ralph Andersen & Associates provide services related to executive recruitments, labor relations, and human resources consulting. Ralph Andersen & Associates was one of two firms that submitted a response to the request for classification and compensation services. Staff is recommending a professional services agreement with Ralph Andersen & Associates to conduct a City-wide classification and compensation study.

BACKGROUND:

Conducting a classification and compensation study is considered a best practice for human resources services. The study provides data and information related to public agency job qualifications, salaries, and benefits. The City has not conducted a comprehensive classification and compensation study in the past 5 to 7 years. The classification part of the study will provide uniformity for job descriptions and recommended updates to job titles to be in line with current job title trends.

As the employment market has changed due to COVID-19, recruiting for qualified candidates is a challenge. The compensation part of the study will allow the City to evaluate our current place in the job market for job salaries and benefits. The study will

review internal equity in terms of salary and provide valuable information for retention of current employees.

A classification and compensation study provides a snapshot of the City's job descriptions, salaries, and benefits. The data will help the City to plan and build recruitment and retention strategies. The study allows us an opportunity to review today's labor market trends and plan for future labor negotiation discussions. By bringing in a consultant to conduct with the study, the consultant is an added resource to share job market trends and their experience from other classification and compensation studies conducted.

Ralph Andersen & Associates is a well-respected human resources consultant for public sector agencies. It has performed classification and compensation studies for 50+ public agencies in the state of California in the last 5 years. Staff recommends entering into an agreement with Ralph Andersen & Associates to conduct a comprehensive classification and compensation study for the City.

FISCAL IMPACT:
The Finance division has re-allocated available funds for the $84,000 in the current fiscal year 2021-2022.

Respectfully submitted by:

Christine Tomikawa
Director of Human Resources
and Risk Management

Review by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:
1. Scope of Services

ATTACHMENT 1
Ralph Andersen & Associates – Scope of Services

Ralph Andersen & Associates

June 1, 2022

Christine Tomikawa
Human Resources/Risk Management Director
City of Monterey Park

Via email: ctomikawa@MontereyPark.ca.gov

Christine:

This letter is to confirm the scope and cost to conduct a Classification and Compensation Study for the City of Monterey Park. Based on our discussions, the scope of work will include:

- Kick-off and on-going meetings (virtual) with the City project team and other stakeholders as needed.
- Briefing sessions with employees (virtual) to explain study objectives, process, and participation of employees.
- A thorough review of background documents including budgets, position control listings, existing job descriptions, organization charts.
- The distribution and review of Job Analysis Questionnaires to all employees in the study.
- Job Analysis Interviews with employees including at least one employee in each job classification and a sampling of employees in multiple-position job classifications.
- Classification recommendations including title changes, position allocations, and updated job descriptions; an employee review process will be used to obtain further feedback.
- Analysis and confirmation of survey agencies to conduct a total compensation survey.
- The collection, analysis, and reporting of salary and benefit data.
- Selection of benchmark classifications, analysis of internal relationships, and development of salary recommendations including cost projections for different market positions
- Preparation of draft reports in a format acceptable to City including a presentation and review/discussion of the draft report with appropriate City representatives.

The fixed cost for the above scope of work is $84,000. If additional work is required beyond the scope of the project, it will be billed on an hourly basis at a rate of $145 per hour. If on-site meetings are required, these will be billed for time and expenses at a cost not to exceed $1,500 per meeting.

Sincerely,

Douglas B. Johnson
Vice President

City Council Staff Report

DATE: June 15, 2022

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council

FROM: Christine Tomikawa, Director of Human Resources and Risk Management

SUBJECT: Resolution approving the Memorandum of Understanding between the City and the Monterey Park Professional Chief Officers' Association for the term of July 1, 2022 to June 30, 2023

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution approving a Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Professional Chief Officers' Association ("MPPCOA"). The MPPCOA represents the battalion chiefs in the Monterey Park Fire Department;
2. Authorizing budget appropriation of approximately $24,626 from the General Fund and $13,500 from the American Rescue Plan Act (ARPA) Funds for the 2022-2023 fiscal year; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Representatives of the City of Monterey Park ("City") and MPPCOA met and conferred to negotiate the terms and conditions of a new Memorandum of Understanding ("MOU") regarding employment. The parties reached an agreement on an MOU effective July 1, 2022 to June 30, 2023.

BACKGROUND:

MPPOCA's current MOU term is valid from July 1, 2018 to June 30, 2022. On May 31, 2022 MPPOCA's representatives agreed to the following terms and conditions:

- One year agreement – July 1, 2022 to June 30, 2023
- Base salary increase – 1% cost of living adjustment to base salary effective the first full pay period starting after July 1, 2022 or Council approval of this MOU whichever is later.
- Article 16 – Cafeteria Plan increase monthly contribution for active employees from $1,445/mo. to $1995/mo.

- Modification to MOU language for:
  - Article 8 – Vacation and Holidays
  - Irrevocable election method for all discretionary leave cash out(s)
  - Article 15 – Uniforms

- Essential Worker Premium Pay – non-PERSable lump sum of $4,500 per employee covered by the MPPOCA MOU, who was employed in the unit prior to March 31, 2021 and is still employed in this unit on the date of distribution. To be distributed with the first payroll distribution after July 1, 2022 or after Council adoption of this MOU, whichever is later. Me-too language if other sworn associations receive a higher Essential Worker Premium Pay within four months of adopting this MOU.

FISCAL IMPACT:
The total cost of the MOU are estimated at a total of $38,126. This amount will be paid by the City's General Fund ($24,262) and paid by the American Rescue Plan Act of 2021 Fund ($13,500).

Respectfully submitted by:

Christine Tomikawa
Director of Human Resources
and Risk Management

Review by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:
1. Monterey Park Professional Chief Officers' Association MOU – redline version
2. MOU Resolution

ATTACHMENT 1
Monterey Park Professional Chief Officers' Association Memorandum of Understanding – Redline version

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION

~~**FOUR-YEAR AGREEMENT:**~~ **July 1, 2022~~2018~~ – June 30, 2023~~2022~~**

TABLE OF CONTENTS

MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION
(~~Four-Year Agreement~~ July 1, 20222~~018~~ - June 30, 20232~~022~~)

ARTICLE 1 - SCOPE OF REPRESENTATION 1

ARTICLE 2 - RECOGNITION 1

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS 1

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYER REPRESENTATIVES 1

ARTICLE 5 - COMMUNICATIONS 2

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS 2~~3~~

ARTICLE 7 - GRIEVANCE PROCEDURE 3

ARTICLE 8 - VACATION AND HOLIDAYS 7

ARTICLE 9 - SICK LEAVE ..... 10~~9~~

ARTICLE 10 - BEREAVEMENT LEAVE ..... 12~~11~~

ARTICLE 11 - MILITARY LEAVE ..... 13~~11~~

ARTICLE 12 - JURY DUTY ..... 13~~11~~

ARTICLE 13 - LEAVE OF ABSENCE ..... 13~~11~~

ARTICLE 14 - ADMINISTRATIVE LEAVE ..... 13~~12~~

ARTICLE 15 - UNIFORMS ..... 14~~12~~

ARTICLE 16 - HEALTH INSURANCE ..... 15~~13~~

ARTICLE 17 - RETIREE HEALTH SAVINGS PLAN 15

ARTICLE 18 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT 15

ARTICLE 19 - EDUCATIONAL INCENTIVE PAY ..... 18~~17~~

ARTICLE 20 - TRAVEL REIMBURSEMENT ..... 19~~17~~

ARTICLE 21 - RETIREMENT BENEFITS 1917

ARTICLE 22 - SALARIES AND WAGES 2018

ARTICLE 23 - WORK SCHEDULE 2018

ARTICLE 24 - ACTING/TEMPORARY ASSIGNMENTS 2119

ARTICLE 25 - PHYSICAL EXAMINATIONS 2220

ARTICLE 26 – 401 (A) PLAN / DEFERRED COMPENSATION PLAN 2321

ARTICLE 27 - SPECIAL MANAGEMENT COMPENSATION PAY 22

ARTICLE 28 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION 2423

ARTICLE 29 - GENERAL PROVISIONS 2423

ARTICLE 30 - TERM OF MEMORANDUM OF UNDERSTANDING 2523

ARTICLE 31 - MODIFIED DUTY ELIGIBILITY 2524

ARTICLE 32 - INDUSTRIAL DISABILITY RETIREMENT 2524

ARTICLE 33 - SICK LEAVE USE IN CONJUNCTION WITH IOD 2524

ARTICLE 34 - FMLA/CFRA COMPLIANCE AND LEAVE POLICY 2624

ARTICLE 35 - CITY COUNCIL APPROVAL 2625

ADDENDUM A 26

ADDENDUM B 26

MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION
(~~FOUR-Year Agreement~~ July 1, 2022~~2018~~ - June 30, 2023~~2022~~)

This Memorandum of Understanding (MOU) has been prepared in accordance with the California Government Code (Section 3500 et seq.). The City of Monterey Park, California, hereinafter referred to as the "City," and the Monterey Park Professional Chief Officers' Association, hereinafter referred to as "PCOA" have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith.

ARTICLE 1 - SCOPE OF REPRESENTATION

The scope of representation of PCOA shall include matters relating to employment conditions and employer-employee relations including but not limited to wages, hours and other terms and conditions of employment.

The wages, hours and working conditions specified in this MOU shall constitute the wages, hours and working conditions for the term of this MOU.

ARTICLE 2 - RECOGNITION

A. The Monterey Park Professional Chief Officers' Association (PCOA) is hereby recognized as the exclusive Recognized Employee Organization for those employees occupying the job classifications of Fire Division Chief and Fire Marshal.

B. The City acknowledges PCOA as the representative for employees in the Fire Department for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

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

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYER REPRESENTATIVES

A. All employees represented by PCOA, shall have the right to join PCOA, or to refuse or refrain from joining PCOA.

B. Members of PCOA may, by any reasonable method, select three (3) representatives who may

or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular or working hours, without loss of time, provided:

1. That no employee representative shall leave duty or workstation or assignment without specific approval by any authorized departmental management official.

2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with or interruption of assigned work scheduled or work performance.

C. The City will deduct dues and initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization card. Deductions as authorized by the employee shall be deducted from earned wages or salaries each pay period. The City shall forward to PCOA during the succeeding week all dues and/or initiation fees deducted from the employees.

D. PCOA shall indemnify, defend, and hold the City harmless against any claim and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with the section regarding dues deduction.

E. PCOA representatives, while on City property, shall abide by the City's safety rules and regulations.

F. Such individuals, after being excused from their regular assigned duties by the Fire Chief or delegated representative, will be permitted to take reasonable time to discuss terms and conditions as set forth in this MOU.

G. Said employee or employees, if on duty, shall be paid for such reasonable time by the City at the employee's base rate of pay. However, no overtime will be paid by the City for time spent as set forth above, except if and when the employee is working a relief overtime shift.

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

ARTICLE 5 - COMMUNICATIONS

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the employee group members:

1. PCOA recreational and social activities.
2. PCOA election notices and results.
3. PCOA meetings and events.
4. Such other notices as may be mutually agreed upon by PCOA and the Fire Chief or representative.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. PCOA hereby agrees that during the term of this MOU, the employees of PCOA, the officers

and/or agents of PCOA shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, picketing, or any other intentional interference of work of the City.

B. In the event any employee, or employees, participate in any such activities as set forth above, PCOA shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.

C. The employee, or employees, participating in such activities as set forth in paragraphs A and B above, shall be subject to disciplinary action by the City, including suspension or discharge in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is an allegation by a member or PCOA on behalf of specified unit members of the bargaining unit who have been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding during its term, or an appeal of a disciplinary action decision by the City Manager.

2. A "disciplinary appeal" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations. The grievance procedure shall not be utilized by an employee to contest the content of a performance evaluation, verbal or written reprimands or other documentation regarding the employee's work performance yet which is not defined as "disciplinary action" by Rule XV of the City Personnel Rules and Regulations. A "disciplinary appeal" shall be filed after written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Arbitration.

   Discipline shall be imposed in such a manner as to not violate the FLSA with regard to “exempt” employees.

3. Disputes regarding jurisdiction (grievable of an issue) shall not be subject to resolution by the grievance procedure and instead, are subject to resolution by an arbitrator.

4. A "grievant" is any unit member or PCOA on behalf of specified unit members adversely affected by an alleged violation of the specific provisions of this MOU, or a punitive disciplinary action.

5. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

B. GENERAL PROVISIONS

1. If an employee is receiving direction from his/her supervisor but believes the direction forms the basis for a viable grievance, the employee must still comply with the direction. If the grievance is ultimately sustained only then may the employee not comply with that directive.

2. Grievance documents shall not be placed in the personnel file unless they relate to discipline. If they relate to discipline, they will not be placed in the employee's personnel file until after the discipline appeal process (if applicable) is completed.

3. Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the PCOA. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. If the City fails to respond to the grievant by the deadline to respond at any step in the grievance process, that shall constitute a denial of the grievance at that step and the grievant' s time to file an appeal to the next step will start the following day. The grievant and the City may extend any time deadline by mutual agreement.

4. Every effort will be made to schedule meetings for the processing of grievances at times that will not interfere with the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

5. Any unit member may at any time present grievances to the City and have such grievances resolved without the intervention of PCOA, as long as the resolution is reached prior to arbitration and the resolution is not inconsistent with the terms of this MOU; provided that the City shall not agree to a resolution of the grievance until PCOA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within twenty (20) days. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the PCOA, which may include the attorney of PCOA.

6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protections.

7. There shall be no reprisals against any Department employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

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

1. Level I - Informal Resolution

a. Any unit member who believes he/she has a grievance which is an alleged violation of the specific provisions of this Memorandum of Understanding shall present the grievance orally to the Fire Chief within fifteen (15) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will mean the grievance is untimely and shall not be processed.. The Fire Chief shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the Fire Chief.

2. Level II - Formal Written Grievance

a. If the grievance is not resolved during the informal conference and the grievant wishes to continue the grievance process, the grievant shall present the grievance in writing on the appropriate form to the Fire Chief within ten (10) days after conclusion of Level I. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this agreement which are alleged to have been violated; (c) A listing of the reasons why the Level I proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the City which will remedy the grievance.

b. The Fire Chief or designated representative shall communicate his/her decision, in writing, to the grievant within ten (10) days after receiving the grievance.

c. Within the above time limits, either party may request a personal conference.

3. Level III - Appeal to the City Manager

a. If the grievant is not satisfied with the decision at Level II the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision to the City Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

b. The City Manager shall communicate the decision, in writing, to the grievant within ten (10) days. If the City Manager does not respond within the time limits provided, the grievant may appeal to the next level.

4. Level IV - Binding Arbitration

a. If the grievant is not satisfied with the decision at Level III, or if an employee wishes to appeal the disciplinary decision of the City Manager, the grievant/employee may, within ten (10) days of the receipt of the decision, submit a request in writing to PCOA for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, PCOA shall inform the City, in writing, of its intent to arbitrate. PCOA and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of seven (7) names of persons experienced in hearing grievances in cities.

Each party shall alternately strike a name until only one remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by coin toss.

b. The arbitrator shall, within thirty (30) days unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her.

If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

c. The City and PCOA agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this MOU at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this MOU. The arbitrator shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.

d. In the event that this grievance procedure is used to challenge disciplinary actions, the arbitrator shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.

e. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award.

f. The award of the arbitrator shall be final and binding within sixty (60) days of submission. During this sixty (60) day period either party may request in writing a clarification of the decision. A copy of such request must be provided to the other party simultaneously with the sending of the request to the arbitrator.

g. The fees and expenses of the arbitrator(s) shall be shared equally by the City and PCOA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be shared equally by the ~~the~~ City and PCOA; however, the party ordering a transcript shall be responsible for the entire transcription fee.

h. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court per Civil Code Procedure section 1286 *et seq*.

i. The City and PCOA agree to binding arbitration for disciplinary appeals and

these provisions for discipline are intended to comply with the Firefighters' Bill of Rights.

ARTICLE 8 - VACATION AND HOLIDAYS

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

A. VACATION PROGRAM

1. It is the policy of the City that no employee may accrue greater than 432 vacation hours. Upon accrual of 432 hours, no unit member shall accrue any additional vacation hours nor be compensated for any vacation hours in excess of 432 hours unless and until utilization of accrued vacation time results in the employee's vacation account totaling less than 432 hours.

   In those instances where an employee has accumulated vacation hours on or before March 10, 1995, the employee shall be subject to two (2) separate vacation banks. The first vacation bank (Bank No. 1) shall consist of the total number of vacation hours accrued on or before March 10, 1995. The number of vacation hours contained within Bank No. 1 shall not increase.

   At the sole discretion of the Fire Chief, special consideration may be given to an employee's written request to accumulate vacation credits in excess of the maximum allowable vacation balance of 432 hours Said approved credits will be converted to Bank No. 1.

2. Sworn Fire Members Assigned to Twenty-four Hour Shift Work: Employees covered under this MOU, with the exception of temporary appointments, shall accumulate vacation with pay as follows:

Years of Service	Number of Shifts Allowed	Years of Service	Number of Shifts Allowed
1	6 shifts	11	9 shifts
2	6 shifts	12	9 shifts
3	6 shifts	13	9 shifts
4	6 shifts	14	10 shifts
5	6 shifts	15	10 shifts
6	6 shifts	16	11 shifts
7	6 shifts	17	11 shifts
8	7 shifts	18	12 shifts
9	7 shifts	19	12 shifts
10	9 shifts	20	13 shifts

3. Sworn Fire Members Assigned to a Forty-Hour Week: An employee covered under this MOU, who is required to work a forty-hour workweek, with the exception of temporary appointments, shall accumulate vacation with pay as follows:

After one (1) year of paid service, vacation leave with pay shall be granted each permanent employee at the rate of eighty (80) hours each year. Additional vacation leave with pay shall be granted at the rate of eight (8) hours each year, beginning with the employee's sixth (6th) anniversary. Maximum vacation per year is one hundred-ninety two (192) hours.

4. ~~4.~~ Sworn Fire members assigned to a twenty-four hour shift may, annually during any fiscal year, elect to cash out up to 6 shifts (144 hours) of vacation time. The effective date(s) of any such cash-out is to be determined by the employee.

Sworn Fire members assigned to a forty-hour workweek may, annually during any fiscal year, elect to cash out up to seventy-two (72) hours of vacation time The effective date(s) of any such cash-out to be determined by the employee.

5. Effective January 1, 2023 and continuing thereafter, employees must submit an irrevocable election form, by no later than December 15th of the preceding calendar year, to cash-out vacation leave, up to 144 hours of leave that may accrue in the following calendar year. The cash-out is for hours to be accrued in the calendar year following submission of the irrevocable election form.

The payment shall be made via payroll with the last paycheck in the following December after receipt of the irrevocable election form.

Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

In the event an employee has less hours in their leave bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount remaining in their designated leave bank at the time of the actual cash-out.

If an employee makes an irrevocable election to cash-out leave in the following calendar year and uses leave during that subsequent calendar year, the leave used may come from leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in the same calendar year. The employee's use of earned, but unused leave accumulate from previous calendar years shall not result in a reduction in the amount of leave hours the employee is eligible to cash-out.

6. An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family

member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or

- Loss of extensive damage to the employee's property due to casualty; or
- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.

The payment shall be made with the last paycheck in December of the same calendar year.

7. Any cash-out of vacation leave shall not cause the employee's total amount of accumulated vacation leave bank 2 to fall below two hundred (200) hour minimum balance. Cash-out of accumulated time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.

B. HOLIDAYS

Except as modified herein, holidays shall be governed as defined in Rule XI, Attendance and Leaves, Section 7, Holidays, of the Personnel System Rules and Regulations of the City of Monterey Park.

1. Effective the first full pay period starting after July 1, 2022 or Council approval of this MOU whichever is later, Association members shall accrue twelve (12) holiday hours per month. Any holiday time accrued shall be automatically cashed out in the first full pay period after December 1 of each year. There is no carry over of holiday time.~~Employees assigned to twenty-four hour shifts shall be paid the cash value in lieu of time off for holidays. Twelve (12) hours of holiday pay will be paid during the first pay period of each month.~~

~~1.~~ Use of holiday accrued time shall be governed by Article 8 (C) of this MOU.

2. Employees assigned to a forty hour work schedule receive time off (same holiday closures as City Hall) for the following holidays:

New Year's Day	Thanksgiving Day
Washington's Birthday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Veteran's Day	

In addition, employees assigned to a forty hour work schedule receive two floating holidays. Floating holiday hours have a maximum accrual of thirty-two (32) hours. Once employees reach the maximum, no additional hours accrue until the use of leave reduces the accrual below thirty-two.

C. APPROVAL TO USE VACATION AND HOLIDAY TIME REMAINING IN HOLIDAY BANKS

Subject to the exceptions described herein, upon a written request thirty (30) calendar days in advance of any such requested date(s) to utilize specified dates(s) of vacation and/or holiday time, the Fire Chief shall grant the leave request. However, the Fire Chief shall be authorized to deny any or all leave requests upon a written determination made by the Fire Chief and/or his/her designee that the granting of such leave request would or might disrupt the operations of the Department. However, it is specifically acknowledged that the fact that overtime expenses will or may be incurred as a result of the granting of leave utilization when thirty (30) calendar days advanced notice is provided as described herein, shall not constitute a consideration in the administration's determination that granting of the leave will or may disrupt operations of the Department.

In any case where an employee provides less than thirty (30) calendar days written notice to the Fire Chief of the employee's request to use earned vacation and/or holiday time, then the Fire Chief shall have the authority and discretion for any reason (including but not limited to real or potential overtime impact, real or potential disruption to the operations of the Department, or real or potential safety impact) to deny the vacation and/or holiday leave request. The Fire Chief's exercise of its discretion in this regard shall not be subject to administrative, civil or any other review or challenge.

Additionally, granting of any request to utilize earned vacation and/or holiday time shall be subject to the proviso that in no case shall more than one Division Chief be authorized to utilize said leave during all or part of the same shift dates(s). Where requests to utilize said leave exceeds the per shift classification number described in this paragraph, then the request filed earliest shall have priority. In cases where requests are filed simultaneously, priority shall be given to the most senior (in total City service) applicant.

ARTICLE 9 - SICK LEAVE

Sick Leave with pay shall be granted to every full-time employee who has been continuously employed for a period of time in excess of 30 days. Effective the pay period that includes January 1, 2020, the hours of sick leave earned by each employee annually will be reduced from one-hundred forty-four (144) hours to ninety-six (96) hours per year to allow forty-eight hours at regular rate of pay to be used for a new Retiree Health Savings Plan (see Article 17, page 15 for the Retiree Health Savings Plan). The forty-eight (48) hour contribution shall be prorated at the rate of four (4) hours per month. .

A. Sick Leave Use

Sick leave is used on an hour for hour basis. For example, employees who work 24 hour shifts and are absent for the full 24 hours will have sick leave of 24 hours deducted from their sick leave bank.

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

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

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

For full time employees, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated above.

B. Credit for Unused Sick Leave

The City contracts with CalPERS for the Credit for Unused Sick Leave option (Section 20965). Any amount of sick leave accrued and not taken as cash payment will be reported to CalPERS for calculation as additional service credit.

C. Sick Leave Cash Out

a. Individuals employed by the City as of July 1, 2012 had their existing sick leave balances (as of July 1, 2012) transferred to a separate sick leave bank (Bank 1). No additional leave could be added to this bank. Employees with hours in this bank can choose to use those hours for sick leave purposes. In addition, upon service retirement from the City, the City will cash out 50% of the sick leave hours in this leave bank to the employee at their rate of pay at the time of retirement.

b. Beginning July 1, 2012, with the establishment of the 12 hour per month sick leave accrual and sick leave maximum of 800 hours, a new sick leave bank (Bank 2) was established. ~~For employees with ten years of City of Monterey Park service at the time of service retirement, are eligible to cash out sick leave from this bank at the rate of fourteen (14) hours for every full year (12 months) of City service beginning from the date of employment.~~

c. Effective January 1, 2023 and continuing thereafter, employees must submit an irrevocable election form, by no later than December 15th of the preceding calendar year, to cash-out sick leave up to 144 hours that may accrue in the following calendar year. The cash-out is for hours to be accrued in the calendar year following the submission of the irrevocable election form.

The payment shall be made via payroll with the last paycheck in the following December after receipt of the irrevocable election form.

Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

In the event an employee has less hours in their leave bank at the time of the cash-out

is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount remaining in their designated leave bank at the time of the actual cash-out.

~~b.~~ If any employee makes an irrevocable election to cash-out leave in the following calendar year and uses leave during that subsequent calendar year, the leave used may come from leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in that same calendar year. The employee's use of earned, but unused leave accumulated from previous calendar years shall not result in a reduction in the amount of leave hours the employee is eligible to cash-out.

d. An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
- Loss or extensive damage to the employee's property due to casualty; or
- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.

The payment shall be made with the last paycheck in December of that same calendar year.

e. Any cash-out of sick leave shall not cause the employee's total amount of accumulated sick leave in their sick leave bank 2 to fall below two hundred (200 hour minimum balance. Cash-out of accumulated time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.

~~c.~~f. In the event of the death of an employee prior to retirement, The City will pay to the employee's designated beneficiary any sick leave cash out that the employee would have been eligible to receive upon a service retirement from the City.

ARTICLE 10 - BEREAVEMENT LEAVE

A. Each regular employee may be granted bereavement leave at the discretion of the Fire Chief whenever death occurs to a member of the employee's immediate family. Bereavement leave

may not exceed three working days, or in the case of Fire personnel working a 24-hour shifts schedule, three shifts. However, if travel outside the State of California, or within the State of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five working days, or in the case of Fire personnel working a 24 hour shift schedule, five shifts. Bereavement Leave is to be charged to an account separate from the employee's sick leave account.

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

ARTICLE 11 - MILITARY LEAVE

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

ARTICLE 12 - JURY DUTY

An employee of the City who is required to participate as a juror, required to participate in the jury selection process, or required to appear in court as a witness except as the litigant in the case, shall be paid up to and including ten (10) days of salary and benefits during each fiscal year while engaged in such activities. Compensation shall extend beyond ten (10) days only upon provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, was to have been ten (10) days or less in duration.

Under such circumstances, the employee shall receive his/her regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a juror or witness, excluding mileage reimbursement.

ARTICLE 13 - LEAVE OF ABSENCE

As defined in Rule XI, Attendance and Leaves, Section 4, Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park.

A. When an employee maintains a non-paid employment status, the City shall make no premium or other contribution to insurance coverage except as may be required by provisions of the FMLA and/or CFRA. The employee may be required to deposit any and all insurance premiums with the City for remittance by the City to the carrier or to the carrier directly.

B. Prior to being placed on a leave of absence without pay, as permitted under any applicable law (e.g., CFRA, FMLA, PDL), employees must exhaust all accrued leave. Absence without pay for a period greater than 50% of a pay period shall result in no leave benefits or seniority accrual for said period of time.

ARTICLE 14 - ADMINISTRATIVE LEAVE

A. Represented FLSA exempt employees covered under this MOU shall receive 48 hours of Administrative Leave each July 1.

B The times during the fiscal year at which an employee may take his/her administrative leave shall be determined by the Fire Chief with due regard for the wishes of the employee and the needs of the service. Eligibility for this leave shall not be predicated upon first having all vacation and sick leave exhausted. Administrative leave may be utilized at any time during the fiscal year.

C. Employees requesting to utilize his/her administrative leave shall complete a Leave of Absence Request form and forward the approved form to payroll.

ARTICLE 15 - UNIFORMS

A. Uniforms Provided

1. The uniform allowance shall be eight hundred and six~~seven hundred~~ dollars ($806.00) per year. The City shall continue its credit/retail account program with a retail outlet to be determined by the City. The employee will be required to use the approved City vendor for the purchases of their ~~indentified~~identified uniform apparel. The uniform apparel covered by this uniform allowance includes: two black Nomex shirts, two black Nomex pants, two ties, one belt with buckle, one pair of shoes, and either a work jacket or sweater.

2. Upon appointment to a position in this unit, an employee shall receive an initial issue of the following items: one dress jacket, one reconditioned hat, one name tag, year pins, two sets of collar insignias, two black Nomex shirts, two black Nomex pants, two ties, one belt, one work jacket or sweater, and one pair of shoes.

3. The following items will be provided on an "as needed" replacement basis only: dress uniform, hat, nametags, year pins, and collar insignias, upon prior approval of the Fire Chief.

4. No employee will be eligible to receive the annual uniform allotment if such employee has for any reason been absent from active uniformed service for any time in excess of one-half of the fiscal year immediately preceding the allocation. Uniform allotment shall be provided on a prorated basis for those employees.

5. For “classic” members of the CalPERS system, the parties agree that the uniform allowance is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5).

B. Safety Gear

The City shall provide and maintain safety items as mandated by CAL/OSHA through procedures established by the City. Included are the following items:

1. Turn-out boots, trousers, and coat
2. Gloves and goggles
3. Helmet
4. Brush jacket
5. Safety shoes
6. Flashlights
7. Breathing apparatus
8. Infectious disease protective clothing

C. Any employee who negligently damages or loses any provided equipment or uniforms shall be subject to disciplinary action.

D. The City shall enter into a bulk-cleaning contract with a vendor(s) to be selected solely at the discretion of the City.

ARTICLE 16 - HEALTH INSURANCE

A. Medical Insurance (Active Employees)

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

B. Retiree Medical Insurance

1. Employees, who are hired into City service on or after January 1, 2016 and retire from the City, will be eligible for medical insurance provided by PEMHCA and the City will contribute the minimum employer contribution (MEC) as required under PEMHCA. For ~~2019~~2022, this amount is $~~136~~ 149 per month. ~~PEMHCA~~ CalPERS determines the amount annually and therefore, this is subject to change.

2. Individuals who were hired on or before December 31, 2015 and retire from the City will be eligible for medical insurance provided by PEMHCA and when enrolled in PEMHCA, receive a City contribution equal to the MEC under PEMHCA. The City shall also make a contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and either:
   a. $386 per month when the employee retires with less than twenty (20) years of service
   b. $550 per month when the employee retires with twenty (20) or more years of service

C. Dental Insurance

The City will contribute up to ninety-five dollars ($95) The employee will pay any and all premiums due in excess of the City's contribution under the City's Cafeteria Plan (Section 125).

D. Vision Insurance Plan

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

E. Section 125 Cafeteria Plan

1. The City agrees to maintain a premium conversion plan for all active unit members to provide for the pre-tax deduction of the employee's share of premiums toward medical coverage, and when applicable, the employee's share of premiums toward the dental plan as well as any premium payment for CalPERS Long Term Care which the employee may elect to participate in an pay through payroll deduction.

2. —Effective the first full pay period starting after July 1, 2022 or Council approval of this MOU whichever is later, ~~Effective January 1, 2020~~ the City's contribution under the Section 125 Cafeteria plan for active employees shall be up to one thousand nine hundred and ninety five~~one hundred and fifty~~ dollars ($1,995~~1,445~~) per month for employees electing to enroll in a medical plan in PEMHCA. The City's contribution will include the PEMHCA MEC ($149~~36~~ per month for 2022~~19~~) toward the medical plan and the balance may be used for other eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) vision insurance premium, and cash (as set forth below). Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the Cafeteria Plan (IRC Section 125 Plan).

3. For employees who elect to waive medical insurance from the City (opt out), the City will pay $300/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify that he/she has medical insurance coverage in a plan that provides minimum essential coverage under the Affordable Care Act.

4. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

F. Affordable Care Act Reopener

The City may reopen negotiations at any time during the term of the MOU to meet and confer over impacts of the Affordable Care Act including but not limited to, consideration of the impact of the Excise Tax (commonly known as the Cadillac Tax).

G. Life Insurance - The City will provide employees covered by this MOU a term life insurance policy in the amount of $100,000.

H. Supplemental Life Insurance may be purchased by each active employee in $10,000 increments with a maximum face value of $300,000, or three times (3X) the individual's gross salary, whichever is less Any premium cost for supplemental insurance shall be borne by the employee.

I. Long Term Disability: City paid premium for LTD as provided other management employees of the City.

ARTICLE 17 – RETIREE HEALTH SAVINGS PLAN

A. Beginning January 2020, the City has agreed to provide contributions for full-time Unit

employees toward a Retiree Health Savings Plan (RHSP) as described in this Section.

B. The intent of the RHSP is to help participants pay eligible medical expenses during retirement using tax-deferred funds.

C. Eligible expenses include retiree health plan premiums, Medicare premiums, long-term care premiums and out of pocket health expenses.

D. The City agrees to contribute the dollar equivalent of 48 hours annually of unpaid sick time to the Unit employees RHSP account. These contributions will be made for each complete calendar month of an employee's active City service. For example, each eligible member will receive 4 hours per month contribution equaling 48 hours annually. The employee's annual sick leave accrual will be reduced from 144 hours annually to 96 hours annually (see Article 9, page 9).

E. Contributions to the RHSP are 100% vested.

F. Contributions and earnings on the contributions to the RHSP accumulate on a tax-free basis and are not subject to tax if they are used to pay for eligible medical expenses for participants and their eligible dependent(s).

G. Participants are allowed to self-direct all account assets into one or more of the investment options available within the RHSP.

H. The RHSP shall provide for benefits to be paid to a Unit employee after separation from City service based upon contributions made on behalf of such employee and shall not define a particular benefit to be paid to such employee.

I. Unit employees, whether active or terminated, may not transfer their RHSP account to a similar plan not sponsored by the City.

J. In the event of death, the participants account will transfer ownership to a surviving spouse or tax-qualified dependent. If the participant does not have a spouse or tax-qualified dependent, the unused assets will be forfeited back to the plan and distributed to plan participants on a pro-rated basis.

K. The RHSP will be administered by the authorized plan administrator designated by the City in a manner consistent with this Agreement. Administration fee will be paid by plan participants.

L. The City may change the RHSP at any time during the term of this Agreement, provided that the amount of contributions to the RHSP specified in Section C above do not change. Ay change shall not affect any contributions that have vested under Section C above.

ARTICLE 17 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Educational costs shall be limited to two thousand dollars ($2,000) annually per unit member for eligible reimbursement expenses as defined within this Article.

The City agrees to reimburse employees for the cost of enrolling in college-level courses provided through an accredited institution, directly related to their employment, or compatible with a career goal with the City. No reimbursement shall be authorized for pursuit of an academic degree beyond a Masters nor shall reimbursement of tuition or other costs be approved for a course of study at institutions that grant credit for "life experience" in-lieu of completion of specified course material.

Enrollment cost reimbursement is subject to approval by both the Fire Chief and Director of Human Resources/Risk Management. In rendering a reimbursement determination, the Fire Chief and Director of Human Resources/Risk Management shall consider whether or not the course(s) for which reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Fire Chief and Director of Human Resources/Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Fire Chief and Director of Human Resources/Risk Management shall be final.

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

ARTICLE 18 - EDUCATIONAL INCENTIVE PAY

A. The City agrees to an Educational Pay Plan that provides compensation as follows:

1. Either:

   a. $135.00 additional salary per month for an employee with an Associate of Arts degree, or
   b. $275.00 additional salary per month for an employee with a Bachelor's degree in a major reasonably related to the employee's work or consistent with a career objective with the City, or
   c. $325.00 additional salary per month for an employee with a Master's degree in a major reasonably related to the employee's work or consistent with a career objective with the City.

B. In addition, possession of a Company Officer Certification shall allow an employee to be compensated at $60 per month. Possession of a Chief Officer certification shall allow an employee to be compensated at $120 per month. Only certification issued by the California State Fire Marshal's Office shall be accepted. These certifications are not cumulative compensation.

C. In addition, an employee any employee who receives Task Force Leader, Strike Team Leader and/or Executive Fire Officer designation will be eligible for an incentive of $200 per month effective upon the signing of this MOU. Effective July 1, 2020 the incentive shall increase to $250 per month. Effective January 1, 2021, the incentive shall increase to $300 per month.

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

ARTICLE 19 - TRAVEL REIMBURSEMENT

Mileage is reimbursed for travel in connection with City business. Prior approval must be obtained from the immediate supervisor or Fire Chief. Mileage forms are available in the department and, if travel is required frequently during a month, reimbursement will be made once each month. Completed mileage forms shall be submitted to the Fire Chief.

ARTICLE 20 - RETIREMENT BENEFITS

A. Retirement benefits are provided pursuant to a contract with the California Public Employees' Retirement System (CalPERS). For all Safety employees, the contract includes the Post Retirement Survivor option, the 1959 Survivor's benefit – Level 4, and Military Service Credit as Public Service.

B. Employees who are "classic" members under the CalPERS regulations have the retirement formula that existed with the City on December 31, 2012, 3%@55 with single highest year for final compensation. Classic employees shall pay nine percent (9%) compensation earnable as the employee contribution to CalPERS.

C. Employees who are "new members" as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or a member of a reciprocal system or who has had a break in service of at least six months or more) will have the retirement formula 2.7%@57 with a three year average for final compensation. New members contribute one-half the total normal cost as set by CalPERS each year.

D. Cost-Sharing

Classic Employees:

Employee Paid Retirement Contribution: Classic employees currently pay the nine percent (9%) member contribution. Effective the payroll period following the 2019/20 CalPERS contract amendment approval, Employees shall also pay an additional three percent (3%) retirement contribution (up to twelve percent 12%) as cost sharing pursuant to Government Code section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

'New Member' Employees:

"New Member" employees pay their one-half the total normal cost as determined by CalPERS. As of July 1, 2019, that contribution is 12.25%. Effective the payroll period following the CalPERS contract amendment approval, "new members" will contribute .5% cost sharing pursuant to Government Code section 20516(a) in addition to their one-half of the total normal cost as determined by CalPERS. In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

For example, if the required PEPRA contribution is 12.25%, then "new members" will contribute 12.25% (1/2 the normal cost) and .5% as cost-sharing, for a total employee contribution of 12.75%.

The parties agree to cost-sharing of the employer retirement rate as noted above. The

City will pursue a contract amendment with CalPERS for the cost-sharing portion of employee contributions toward retirement. The parties agree to complete the contract amendment process. Cost sharing will begin as noted above.

If, at some future date, unit members no longer agree to cost sharing, the City will simultaneously reduce the salary range for all Unit members by 3% and reduce any impacted employees' base pay accordingly.

ARTICLE 21 - SALARIES AND WAGES

SALARY RANGES

A. Salary ranges for classifications in this unit are identified in Addendum A.

B. Effective ~~the~~ beginning with the first full pay period starting after July 1, 2022 or Council approval of this MOU whichever is later~~of the pay period following January 1, 2021~~, the salary range for Division Chief will be increased by 1~~2.5~~%.

C. Longevity Pay

The City will provide a monthly longevity payment of one-hundred dollars ($100) per month upon completion of twenty (20) years of continuous service. The longevity payment will increase to three-hundred fifty dollars ($350) per month upon completion of twenty-five (25) years of continuous service.

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

D. Salary Range Advancement

Advancement within the 5-step salary range shall be subject to the terms and conditions as set forth under City policy.

E. EMT-D Premium Pay

1. Following Department of Health Services approval of the Fire Department's AED program, individuals who are in possession of valid certification as Emergency Medical Technician – Defibrillator (EMT-D) shall receive $200.00 per month premium pay. Individuals holding an EMT-P (Paramedic) certification are not eligible for premium pay under this section

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

ARTICLE 22 - WORK SCHEDULE

The basic work schedule for employees assigned to Fire Suppression is eight 24-hour shifts in a 24-day work period which amounts to an average of 121 (122 in a leap year) work shifts per year. The

basic work schedule for employees assigned to Fire Prevention is forty (40) hours per week.

ARTICLE 23 - ACTING/TEMPORARY ASSIGNMENTS

A. Employees assigned in an acting or temporary capacity to work in a position/class having a higher rank or salary range shall be assigned pursuant to the following provisions:

1. Employees must be certified by the City Manager or Fire Chief to work in an acting/temporary assignment capacity in said position/class. Certification for acting and/or temporary assignments shall be at the sole discretion of the City Manager or Fire Chief. The City Manager's/Fire Chief's determination regarding certification for acting/temporary assignments shall not be grievable and is considered to be determinative. "Certification" shall only mean that the City Manager/Fire Chief has used discretion and determined solely in his/her professional opinion that the individual is capable of performing the acting or temporary assignment. "Certification" shall not refer to any particular examination or evaluation process, and no such process shall be required for use by the City Manager/Fire Chief in rendering his/her determination.

B. Acting assignments shall be filled in the following manner (to the extent that this Article is inconsistent with the City Personnel Rules, this Article shall prevail);

C. Need for Acting/Temporary Assignments: To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on an acting /temporary assignment basis to positions of a higher classification. For the purposes of this Article, it is understood that acting/temporary assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:

1. A position classification is vacant and is scheduled to be filled by a regular full-time employee and a limited period of time is required in order to proceed with and complete the normal appointment procedure.

2. A position classification is vacant, although filled, because the regular employee is on an approved paid or unpaid leave of absence.

D. It is not the intent of the City to circumvent or avoid the normal employment or promotion process and therefore, the City shall make every reasonable effort, as determined by the City, to fill vacancies in a most expeditious manner and to keep the need for such acting/temporary assignments to a minimum.

E. Selection for Acting/Temporary Assignments. The selection of an employee for acting/temporary assignments shall be at the sole discretion of either the City Manager or the Fire Chief or their designee. Selection shall be pursuant to the guidelines in A1 above.

F. No person shall be appointed to an acting/temporary assignment when on probation. Acting/temporary assignments shall be filled depending on the needs of the Fire Department as determined by the sole discretion of the City Manager or Fire Chief.

G. Status of Employee in Acting/Temporary Assignment. Time served in an acting/temporary assignment shall not be credited towards completion of any probationary test period in the

acting/temporary assignment position. Time served in an acting/temporary assignment position shall not alter the employee's anniversary date. If the employee in an acting/temporary assignment would have been eligible for a merit increase had the acting/temporary assignment appointment not been made, then the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting/temporary assignment positions being considered.

H. Duration of Acting/Temporary Assignment. The duration of any acting/temporary assignment shall be in accordance with Rule IX of the Personnel System Rules and Regulations.

I. Individuals in the classification of Fire Marshal may be temporarily assigned the duties of Fire Division Chief and a Fire Division Chief may be temporarily assigned the duties of Fire Marshal if they have been certified pursuant to the provisions of this Article.

ARTICLE XX – FAIR LABOR STANDARDS ACT

A. 7K Exemption. The City of Monterey Park has exercised its ability to take statutory "7K" exemption for sworn personnel. The work period for such employees assigned to suppression positions shall be twenty-four (24) days.

B. Overtime (Fire Suppression). Hours worked by fire suppression employees in excess of the standard work period of one hundred and eighty-two (182) hours in a twenty-four (24) day cycle shall be compensated at the overtime rate of time and one-half his/her regular rate of pay.

C. In determining overtime compensation, all hours worked and hours where paid leave is used in lieu of hours worked, except sick leave, shall be counted as total hours.

ARTICLE 24 - PHYSICAL EXAMINATIONS

The City agrees to provide employees a complete physical examination, including stress EKG on the following basis:

A. Employees shall be administered a complete physical examination, including stress EKG, or be administered portions of the examination as they may be required, as follows:

1. Employees under forty years of age shall be administered a complete physical examination without the stress EKG every two years. The stress EKG will be administered every four years only.

2. Employees forty years of age or over shall be administered a complete physical examination including stress EKG every two years.

3. A City physical exam may be provided more frequently upon request of the employee and approval by the Director of Human Resources and Risk Management.

B. Employees shall be given all examinations while on duty status, or if given this examination while off-duty, shall be compensated at straight time (if employee reschedules examination to

off duty time, no compensation will be paid).

C. The City agrees such medical examination shall review those factors and standards reasonably required to be met by an employee to substantially comply with his/her job requirements.

D. The cost of the examination shall be borne by the City.

E. The medical provider shall notify the City whether or not the employee is "medically qualified" to perform the essential functions of the position.

ARTICLE 25 – 401(a) PLAN / DEFERRED COMPENSATION PLAN

401(a) Plan

The city will amend the 401(a) plan to permit employer contribution on behalf of the unit members. The plan amendment will be effective the payroll period following the 2019/20 CalPERS contract amendment approval and simultaneously to members picking up an additional cost sharing amount as outline in Article 20, Retirement Benefits, Section D.

A. City Contribution to a 401(a) Plan

Effective the payroll period following the 2019/20 CalPERS contract amendment approval, the City will contribute to a 401(a) Plan for all members of the bargaining unit as follows:

Tier 1: Classic members will receive 3% of regular monthly salary to the 401(a) Plan.
Tier 2: "New members" (PEPRA) will receive $185 per month to the 401(a) Plan.

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

A. <u>B. One-Time Deferred Compensation Special 457 Catch-up Provision</u>:

(One-Time is defined by law as an election to "catch-up" underutilized deferrals to a 457 plan, once in a singular year or multiple years, not to exceed 3 years) Federal Law allows 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age. Normal retirement age for "classic" safety members of PERS is fifty-five (55) years old and fifty-seven (57) years old for "new" members of PERS. All 457 plans of an employer must have the same normal retirement age (NRA). For purposes of the deferred compensation special 457 catch-up provision for the City of Monterey Park, the normal retirement age range shall be considered 51 thru 62 years old.

The intent of this section is to facilitate association members in the final three (3) years prior to their stated retirement date in converting the hourly rate of accrued compensable leave to monies into their contribution to one of the City's deferred compensation providers in accordance with IRS regulations/Federal Law. After an employee defers compensable accrued leave, balances of 120 hours must remain or be maintained in both their sick and vacation accrual banks. If an employee defers compensable leave from a bank that has a formula of

payout at retirement (i.e. 50% sick leave at retirement) the deferral does not recalculate the remaining balance. All sick leave hours, per MOU provisions, will be on a fifty percent basis (i.e. a conversion of 100 hours will result in the salary equivalent to 50 hours being deposited into the employees deferred compensation account). In the final three (3) years prior to an employee's stated retirement date he/she may convert the hourly rate of accrued compensable leave to monies into be included in their contribution to one of the City's deferred compensation providers in accordance with IRS regulations and the schedule outlined below:

3-year Catch-up Plan

1st year: no more than 30% of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave as allowed by Federal Law.

2nd Year: If a second year is chosen, no more than 45% of compensable leave may be deferred.

3rd Year: If a third year is chosen, no more than 60% of compensable leave may be deferred.

The City is not a party to and accepts no responsibility for the employees obligations under federal law to comply with the IRS and legal requirements of such deferrals allowing 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age.

ARTICLE 26 - SPECIAL MANAGEMENT COMPENSATION PAY

A. Compensatory Time - All accrued compensatory time in excess of forty-eight (48) hours will be converted from accrued time and paid as cash as of December 1 of each year. The remaining balance will remain on the books until such time as the employee utilizes the compensatory time.

In lieu of receiving cash payment for hours worked in excess of regularly scheduled shifts, .an employee may elect the option of accruing compensatory time off. Compensatory time shall be earned at straight time for each hour worked.

ARTICLE 27 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION

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

PCOA shall be deemed to have met and conferred and agreed to any matter within fifteen calendar days after hand delivery of the notice by the City to the on-duty Division Chief regarding said matter and the employee organization fails to deliver to the City Manager a written request for a meeting.

ARTICLE 28 - GENERAL PROVISIONS

A. If any section, subsection, subdivision, sentence, clause or phrase of the MOU is for any

reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this MOU.

B. This MOU shall not in any way interfere with the obligation of the parties hereto to comply with State and Federal laws, or with any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this MOU shall be affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the MOU shall not be otherwise affected thereby.

C. The parties acknowledge that during the meeting and conferring in good faith which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of meeting and conferring, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in the MOU. Therefore, the City and PCOA, for the term of this MOU, each voluntarily unqualifiedly waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this MOU even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they met and conferred or signed this MOU, unless otherwise provided for herein or if the parties mutually agree to meet and confer on a matter subject to negotiations.

D. It is agreed that neither PCOA nor the City shall discriminate against any employee because of race, religion, national origin, age, gender, disability, sexual orientation, marital status, or political/union membership or activity.

ARTICLE 29 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, 2022~~18~~ and ending June 30, 2023~~2~~, and shall continue in effect from year-to-year thereafter unless or until terminated.

ARTICLE 30 - MODIFIED DUTY ELIGIBILITY

Subject to the one exception described below, modified duty shall be made available, on a temporary basis, only to those individuals suffering an industrial injury. The only exception to this rule shall be that non-industrial disabilities related to pregnancy, shall result in the subject employee being eligible for modified duty.

ARTICLE 31 - INDUSTRIAL DISABILITY RETIREMENT

The City may request a disability retirement on behalf of an employee as permitted under the law.

ARTICLE 32 - SICK LEAVE USE IN CONJUNCTION WITH IOD

Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for or consents to his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary.* In this regard, it is acknowledged

that with regard to service and non-industrial disability retirements, it is the rule and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirements and that any such retirement shall be made effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that with regards to individuals suffering from an industrial disability and/or being granted an industrial disability retirement that the following sick leave rules and regulations shall apply:

A. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall have the option of electing to receive 50 percent of the sick leave balance existing at the time of exhaustion of the Labor Code Section 4850 benefits, which said amounts to be distributed during each payroll period until said 50 percent amount has been exhausted. In no case shall any such distribution during one pay period exceed the gross salary to which the employee would otherwise be entitled during said pay period.

B. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has sick leave remaining on account, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution equivalent to 50 percent of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement. Further, said employee shall then be paid the cash value of accumulated vacation, holiday, and compensatory time.

ARTICLE 33 - FMLA/CFRA COMPLIANCE AND LEAVE POLICY

The City's Administrative Policies shall reflect FMLA and CFRA leave requirements.

ARTICLE 34 - CITY COUNCIL APPROVAL

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

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 15th day of June, 2022~~2nd day of October, 2019~~.

MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION	CITY OF MONTEREY PARK
By: _____	By: _____
Mark Khail~~Matthew Hallock~~ Division Chief	Ronald Bow City Manager

By: _____
L. Christopher Thompson~~Mark Khail~~
Division Chief

By: _____
Inez Alvarez~~Thomas J. Cody, Director~~
Assistant City Manager~~Human Resources & Risk Management~~

By: _____
Ryan Weddle~~Ken Leasure~~
Division Chief

By: _____
Martha Garcia
Director of Management Services

By: _____
Christine Tomikawa
Director of Human Resources & Risk Mgmt

ADDENDUM A

Division Chief

Range	Step 1	Step 2	Step 3	Step 4	Step 5
4	$10,774~~10,407~~	$11,320~~10,934~~	$11,892~~11,487~~	$12,494~~12,068~~	$13,118~~12,671~~

Effective the first payroll cycle after July 1, 2022~~January 1, 2021~~ the salary for Division Chief shall increase by 1%~~2.5%.~~

~~**Division Chief**~~

~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~
4	~~$10,667~~	~~$11,207~~	~~$11,774~~	~~$12,370~~	~~$12,988~~

ADDENDUM B

Essential Worker Premium Pay – The City shall make a one-time non-PERSable lump sum payment of $4,500 to each bargaining unit member who was employed by the City in a classification ~~-~~in this unit prior to March 31, 2021 and is still employed by the City in a classification in this unit on the date of distribution. This payment shall be distributed with the first payroll distribution after July 1, 2022 or after Council adoption of this MOU, whichever is later. This payment shall be subject to all applicable tax withholding.

Limited Me-too/Parity Provision: If another City safety association (POA, Fire, Police Captains or Police Mid-management) associations receives an Essential Worker Premium Payment in excess of $4,500 per employee within four months of City Council adoption of this MOU, the City shall provide a non-PERSable payment of the difference between the amount already paid pursuant to this Addendum B and the amount given to the employees in the other safety association. The supplemental payment shall also be subject to applicable tax withholding. In order to be eligible for the supplemental payment, the employee must be employed in a classification in this bargaining unit at the time of the supplemental distribution..

ATTACHMENT 2
Proposed MOU Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2022-2023 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION.

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1: City representatives, approved by the City Council, and representatives from the Monterey Park Professional Chief Officers' Association ("MPPCOA") met and conferred regarding wages, retirement funding, hours and the terms and conditions of employment for contract year 2022-2023.

SECTION 2: Following such negotiations, the representatives drafted a Memorandum of Understanding ("MOU") for fiscal years 2022-23. A copy of that MOU is attached as Exhibit "A," and is incorporated by reference.

SECTION 3: Following a vote of its membership, the MPPCOA informed the City that it accepted the MOU.

SECTION 4: After reviewing the MOU, the City Council finds that it is in the public interest to approve it effective July 1, 2022. Accordingly, the City Manager is authorized to execute the MOU in a form approved by the City Attorney.

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

SECTION 6: *Construction*. This Resolution must be broadly construed to achieve the purposes stated in this Resolution. It is the City Council's intent that the provisions of this Resolution be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 7: *Severability*. If any part of this Resolution or its Application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 8: *Effective Date*. This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 20__.

_____
Henry Lo, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: June 15, 2022

AGENDA ITEM NO: Consent Calendar - 3F

TO: The Honorable Mayor and City Council

FROM: Ron Bow, City Manager

SUBJECT: Resolution Declaring an Employment Emergency for the City of Monterey Park

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution declaring an employment emergency for the City of Monterey Park and authorizing the City Manager to take all practical actions needed to implement the efficient recruitment and retention of persons for employment; and

2. Taking such additional, related, action that may be desirable.

BACKGROUND:

Organizations in every industry across the country are currently facing unprecedented challenges trying to fill open jobs. Per the United States Chamber of Commerce, there are currently 11.4 million job openings in the U.S.—but only 6 million unemployed workers.

According to data released by the California Employment Development Department, California's unemployment rate decreased to 4.9% in March 2022. The March 2022 unemployment rate reached near pre-pandemic levels. The current issue in today's labor market is the decrease in the U.S. labor force, which has occurred over the last eighteen months. The current contraction is driven primarily by retiring baby boomers. Record job openings indicate that there are ample opportunities for workers, and that labor shortages are the fundamental constraint on employment expansion.

The City of Monterey Park currently has 325 full time staff positions of which nearly 70 are currently vacant. The City is struggling to find qualified applicants. In addition to antiquated personnel rules governing civil service within Monterey Park, the City is competing with other public agencies and private employers for the same types of candidates within an ever-shrinking pool of qualified persons.

In reviewing the data from just the last six months, it is apparent that the City is losing this recruitment race. A typical time period for securing an outstanding candidate for an open

position is taking four to six months of processing. This includes the initial recruitment; testing; interviewing; and background check. In multiple instances, the City has lost interested candidates to the private sector or other public entities simply because the person did not want to continue waiting to be appointed.

Being able to accelerate the testing and interviewing will help make the City more attractive to individuals seeking public service. Additional work is needed regarding the titles of positions; compensation; and various fringe benefits. Moreover, a significant overhaul of the City's personnel rules is crucial to becoming more efficient in the future.

At the moment, however, the City is facing a human resources emergency that is imperiling its ability to continue providing high-quality services to the public. Currently, the City is trying to fill many essential positions, including Water Production Supervisor; Senior Water Production System Operator; Water Utility Maintenance Worker; Director of Public Works; Facilities Maintenance Supervisor; Finance Manager; Firefighter; Police Officer; Senior Accountant; and Lifeguard. These are employees who are directly responding to the public and/or essential to the smooth operation of municipal services including, for example, providing potable drinking water, and ensuring public safety.

Based upon the foregoing – and the well-documented employment crisis nationally and regionally – it is recommended that the City Council declare a local emergency as to personnel recruitment. This will allow the City Manager to (1) accelerate the testing and interview process for new employees (all candidates would continue to undergo the City's background process); (2) after conferring with affected bargaining units, consider changing the titles of employment positions to discard outmoded descriptions and update such titles to contemporary titles; and (3) immediately commence the review, revision, and negotiation with bargaining units regarding desirable changes to the City's personnel rules.

If adopted, the draft Resolution would declare a local employment emergency and authorize the City Manager to suspend those portions of the City's personnel rules that are interfering with the City's ability to secure qualified candidates. Among other things, the City Manager would be able to temporarily appoint qualified persons to positions in accordance with Monterey Park Municipal Code § 2.28.100 and contract for the services listed in MPMC § 2.28.190.

Respectfully submitted by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. Draft Resolution
2. Article – Ryan Ansell and John P. Mullins, "COVID-19 ends longest employment recovery and expansion in CES history, causing unprecedented job losses in 2020," *Monthly Labor Review,* U.S. Bureau of Labor Statistics, June 2021
3. Article – Curtis Dubay, *"*Quantifying the Nation's Workforce Crisis – State of American Business 2022 Update", Unites States Chamber of Commerce, January 2022

ATTACHMENT 1
Draft Resolution

RESOLUTION NO.

A RESOLUTION ADOPTED BY THE CITY COUNCIL FOR THE CITY OF MONTEREY PARK DECLARING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO LACK OF EMPLOYEES AND AUTHORIZING THE CITY MANAGER TO TAKE ALL REASONABLE ACTIONS TO ACCELERATE RECRUITMENT AND RETENTION OF PUBLIC EMPLOYEES.

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

SECTION 1: The City Council finds as follows:

A. Since the City Council officially terminated the COVID-19 local emergency in April, the City took ambituous actions to restore pre-pandemic levels of municipal services;

B. In reviewing personnel data from just the last six months, however, it is apparent that the City is seriously short-staffed.

C. The City of Monterey Park has 325 full time staff positions of which nearly 70 are currently vacant. Of these positions, multiple are critical to protecting public health and safety including, without limitation, Water Production Supervisor; Senior Water Production System Operator; Water Utility Maintenance Worker; Director of Public Works; Facilities Maintenance Supervisor; Finance Manager; Firefighter; Police Officer; Senior Accountant; and Lifeguard;

D. These are positions that directly respond to the public and/or essential to the smooth operation of municipal services including, for example, providing potable drinking water, and ensuring public safety;

E. The City Council notes that multiple sources of publicly available information (*see*, e.g., "Quantifying the Nation's Workforce Crisis – State of American Business 2022 Update" [January 10, 2022] published by the United States Chamber of Commerce [www.uschamber.com/workforce/quantifying-the-nations-workforce-crisis-2022-state-of-american-business-update] and "COVID-19 ends longest employment recovery and expansion in CES history, causing unprecedented job losses in 2020" June 2021 by the United States Bureau of Labor Statistics [www.bls.gov/opub/mlr/2021/article/covid-19-ends-longest-employment-expansion-in-ces-history.htm]) demonstrate that the challenges for recruiting qualified employees is nationwide;

F. Because of the City's personnel rules and policies, however, a typical time period for securing an outstanding candidate for an open employee position is taking four to six months of processing. This includes the initial recruitment; testing; interviewing; and background check;

G. In multiple instances, the City has lost interested candidates to the private sector or other public entities simply because the person did not want to continue waiting to be appointed;

H. Being able to accelerate the testing and interviewing will help make the City more attractive to individuals seeking public service. Additional work is needed regarding the titles of positions; compensation; and various fringe benefits. Moreover, a significant overhaul of the City's personnel rules is crucial to becoming more efficient in the future;

I. In the interim, however, it is in the public interest to cut through the proverbial "red tape" in order to fill positions that are critical to providing municipal services to the public. Under these circumstances, it is apparent that there is an imminent threat to public health and safety that may result from the City's inability to fill crucial positions in a timely and efficient manner;

J. Consequently, a local employment emergency is declared and the City Manager is authorized to take the actions set forth in this Resolution.

SECTION 2: *Authorizations*. The City Manager is authorized to take all reasonable and practicable actions to accelerate the process for recruiting, appointing, and retaining persons as City employees to fill all vacant positions. Such actions may include, without limitation, the following:

A. Suspend those portions of the City's personnel rules that are interfering with the City's ability to secure qualified candidates. For example, unnecessary testing and interview panels;

B. Temporarily appoint qualified persons to positions in accordance with Monterey Park Municipal Code ("MPMC") § 2.28.100;

C. Execute agreements, in a form approved by the City Attorney, for the services listed in MPMC § 2.28.190;

D. Consider amendments to titles and classifications of various positions to make them more attractive to qualified candidates;

E. Consider compensation and benefits that will attract qualified candidates to public services; and

F. Commence a substantial overhaul to the City's personnel rules.

SECTION 3: During the existence of this local emergency, the powers, functions, and duties of the City Manager and the emergency organization of this City will be those prescribed by California law, by ordinance, and resolutions of this City approved by the

City Council. To the extent that the actions authorized by this Resolution require a meet and confer with the City's bargaining units, those meetings will be held at the earliest practicable time pursuant to Government Code § 3504.5(b).

SECTION 4: The City Manager is designated as the authorized representative for public assistance and as the authorized representative for individual assistance of the City of Monterey Park for the purpose of receiving, processing, and coordinating all inquiries and requirements necessary to obtain available state and federal assistance.

SECTION 5: This local emergency will be reviewed by the City Council within 60 days in accordance with Government Code § 8630 to determine whether it should be extended by City Council Resolution.

SECTION 6: This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 7: This Resolution will take effect immediately upon adoption.

PASSED AND ADOPTED this ___ day of June, 2022.

_____
Henry Lo, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

ATTACHMENT 2

Article – Ryan Ansell and John P. Mullins, "COVID-19 ends longest employment recovery and expansion in CES history, causing unprecedented job losses in 2020"

Quantifying the Nation's Workforce Crisis – State of American Business 2022 Update

We examine the current state of the American workforce and the monumental challenges employers are facing across the country.

Curtis Dubay Chief Economist, U.S Chamber of Commerce

Published
January 10, 2022

Share

We hear every day from our member companies—of every size and industry, across nearly every state—as we move into 2022, they're still facing unprecedented challenges trying to find enough workers to fill open jobs.

But just how widespread is this problem? And how do we begin to address this national economic crisis and put more Americans back to work?

That's what we set out to discover. By analyzing more than two decades worth of federal jobs and employment data and conducting surveys of top industry association economists and state and local chamber leaders across the country, we examined the current state of the American workforce and the monumental challenges employers are facing across the country.

Here's what we learned.

Executive Summary and Key Findings

The most critical and widespread challenge facing businesses is the inability to hire qualified workers for open jobs they need to fill. When businesses do not have enough employees, they are forced to turn down work, reduce hours, scale back their operations, and in the worst cases, permanently close. The latest data and surveys reveal a national economic crisis that is getting steadily worse.

- There were 10.6 million vacant job openings in the United States—a record high—at the end of November 2021, the latest month for which data is available. Employers added an astounding 3.8 million job openings in 2021.
- There are fewer than one available worker for every job opening (0.78 available workers/opening). This is the lowest the ratio has ever been, and it has only been less than one seven times since 2000, and five of those times were the last five months. The historical average, for context, is 2.7. And the ratio continues to fall.
- 94 percent of state and local chambers say businesses in their area are finding it difficult or very difficult to find workers. Almost all industry association economists say employers in their sectors struggle to find qualified workers for open jobs.

Macroeconomic Insights

In December, the Bureau of Labor Statistics (BLS) jobs report fell well below expectations.

Businesses only created 199,000 jobs when most analysts expected closer to 500,000. Even with 6.4 million unemployed at the beginning of December, Americans' reluctance to return to work and fill open positions was one reason for the lackluster job creation. Another is that employees know just how easy it is to get a new job—the percent and level of workers quitting their jobs are at all-time highs and have been for months.

BLS also reported 10.6 million job openings in the economy as of the end of November—near the 11 million all-time high set in July. In 2021, employers added 3.8 million job openings. Clearly, businesses are hiring—it only there were workers ready, able, and willing to fill their open positions.

The Worker Shortage Index (WSI) measures the number of available workers divided by job openings. More specifically, it compares (1) "available Workers" (persons who want a job and are available to work now) as reported in the monthly BLS Employment Situation Report household survey of individuals to (2) employers' job openings as reported in the BLS Job Openings and Labor Turnover Survey (JOLTS).

The national Worker Shortage Index has fallen precipitously in recent months. There is now fewer than one available worker for every open job across the country. That's the lowest the ratio has been since the data started in 2000 and well below the 2.7 historical average.

Hardest Hit States

While nearly all states face worker shortages, the data suggest that the challenge is particularly acute in several hard-hit states.

Thirty-three states have an index number (or WSI) below one, meaning jobs are more prevalent than potential workers in that industry.

The circumstances are most challenging for employers in Nebraska, Utah, Vermont, Georgia, and New Hampshire, where the index number available greatly outnumber the total available workers to fill them.

Local Chamber and Industry Association Survey

In December 2021, the U.S. Chamber of Commerce surveyed state and local chamber leaders about the state of the economy and the workforce challenges in their area—and the results are striking.

Ninety-four percent reported businesses are finding it "difficult" or "very difficult" for employers in their community or state to hire workers. Seventy-eight percent of respondents said the lack of available workers impacts the economy in their area the most.

A slim majority of respondents, 51 percent, say the economy in their area is "strong" or "very strong." While more than 47 percent say the economy is "moderate."

Economists from trade associations are a bit more optimistic about their sectors, with 71 percent saying their industry is "strong" or "very strong" and just 23 percent saying it is "moderate."

In 2021, the U.S. economy rebounded strongly from a tumultuous 2020. After contracting 3.4% in 2020, the economy likely grew around 6% in 2021. The fourth-quarter numbers are not in yet, but expectations are for strong quarterly growth.

Early 2022 will likely see strong economic conditions continue, although the rise in cases because of Omicron complicates projections at this time. Nevertheless, even with the pandemic surging, inflation concerns, supply chain bottlenecks, and worker shortages, growth should remain strong in 2022. We are estimating over 4% growth for the year.

Despite the overall encouraging outlook right now, not all industries are faring the same, some are doing much better, and others are still struggling to rebound from COVID-19.

A more detailed explanation of the state of each of these industries is available in the sidebar menu.

Conclusion

Keeping our economy growing requires that we fill the jobs of today—and tomorrow. To do so, we need to remove barriers that prevent people from entering the workforce, get individuals the skills they need for the open positions, and enact sensible immigration policy.

If business and government work together to grow our workforce, we can once again build a vibrant, prosperous nation and lead the world economy for years to come.

The U.S. Chamber launched the America Works Initiative to help employers develop and hire the talent they need to succeed, build an American workforce that's prepared for the jobs of today and tomorrow, and unleash America's economic potential and long-term competitiveness.

Explore industries

- Housing, Real Estate and Construction
- Transportation
- Telecommunications
- Retail
- Professional Services
- Manufacturing
- Healthcare
- Entertainment and Hospitality
- Energy

Explore more

The States Suffering Most from the Labor Shortage

States Already Have Money for More Childcare Support, But They Can't Give It to Families

5 Reasons People Are Changing Careers More Than Ever Before

The worker shortage is real—and it's getting worse by the day.

- U.S. Chamber President and CEO Suzanne Clark

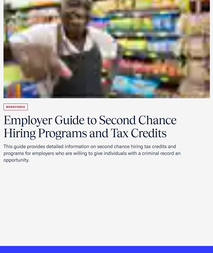
About the authors

Curtis Dubay
Chief Economist, U.S Chamber of Commerce

Curtis Dubay is Chief Economist, Economic Policy Division at the U.S. Chamber of Commerce. He heads the Chamber's research on the U.S. and global economies.

Read more

More from this topic



WORKFORCE

Employer Guide to Second Chance Hiring Programs and Tax Credits

This guide provides detailed information on second chance hiring tax credits and programs for employers who are willing to give individuals with a criminal record an opportunity.

WORKFORCE

Employer Roadmap: Childcare Solutions for Working Parents

WORKFORCE

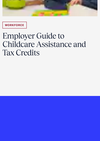
TOOTRIS Is Reimagining the Childcare Industry by Making Care Available On-Demand

By Lindsay Cates

WORKFORCE

Econ 101: Inflation is Caused by Supply and Demand

By Curtis Dubay



WORKFORCE

Employer Guide to Childcare Assistance and Tax Credits

©2022 U.S. Chamber of Commerce

ATTACHMENT 3

Article – Curtis Dubay, "Quantifying the Nation's Workforce Crisis – State of American Business 2022 Update"

An official website of the United States government Here's how you know

Official U.S. Department of Labor website

Search

Subscribe to MLR via email

Get MLR updates and occasional offers of Government and subscription freebies. It's free!

Enter Email Address

Join 5,000 others and subscribe to the Office of Publications and Special Studies' blog, Beyond the Numbers.

MLR EDITORIAL TEAM

Related Articles

Employment projections to updated occupations, trends, and data, February 2022

Employment projections in the wake of the COVID-19 pandemic, Monthly Labor Review, December 2020

Employment projections summary to 2023, but COVID-19 has altered projections, Monthly Labor Review, May 2021

Employment growth accelerates in 2018, Monthly Labor Review, December 2019, Volume 142, No. 12

Related Subjects

Industry projections

Years of work

Labor force and growth

Job openings

Employment

Occupational projections

Women working and health

Labor market

Labor force

Women

Projections

Industry studies

Expand

Back to Top

Monthly Labor Review

ISSN: 0098-1818 | CODEN: MLRVAD

Sarah Dolfin

Sarah Dolfin is an economist in the Office of Employment and Unemployment Statistics, U.S. Bureau of Labor Statistics.

John S. Bishop

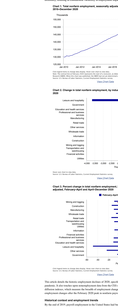
John S. Bishop is an economist in the Office of Employment Projections, U.S. Bureau of Labor Statistics.

COVID-19 leads longest employment recovery and expansion in CES history, causing unprecedented job losses in 2020

At the end of the COVID-19 pandemic, total nonfarm payroll employment was 9.5 million lower than in February 2020. Leisure and hospitality, which was the hardest hit industry, lost 3.7 million jobs. Despite the gains in January, it will have even heavier and widespread, although not total, post-recession employment losses to recover. Total nonfarm employment is projected to grow by 7.1 million jobs from 2020 to 2030, which would be a new record for the 10-year history of the projections.

According to the Bureau of Labor Statistics (BLS) Current Employment Statistics (CES) survey, total nonfarm payroll employment was 9.5 million lower in January 2021 than in February 2020, the month before the pandemic's impact became apparent. The chart 1 is the monthly all-economic survey in 2020. But declines date to the coronavirus disease 2019 (COVID-19) pandemic, including pandemic-driven business closures and social distancing requirements, which began in March 2020. Chart 1 shows the monthly change in employment from January 2019 to January 2021. Nonfarm payroll employment declined by 20.5 million in April 2020, the largest monthly decline in the survey's 80-year history. Over the next year, the January 9.5 million gain recently has documented as a year of extreme job loss, with the largest annual employment declines in the survey's history. Despite the gains in January, employment continues, causing an unprecedented employment gap.

Chart 1. Total nonfarm employment, seasonally adjusted, January 2019–January 2021



Source: U.S. Bureau of Labor Statistics, Current Employment Statistics survey.

Chart 2 Data

Chart 2. Change in total nonfarm employment, by industry, seasonally adjusted, January 2020–January 2021

Source: U.S. Bureau of Labor Statistics, Current Employment Statistics survey.

Chart 3 Data

Chart 3. Percent change in total nonfarm employment, by industry, seasonally adjusted, January 2020–January 2021

Source: U.S. Bureau of Labor Statistics, Current Employment Statistics survey.

The year's losses far become a particularly stark when compared with losses in the previous 10 recessions.[1] Over that 11 other recessions, peak to February 2020, employment fell by a combined 22.4 million jobs. Nonfarm payroll employment fell by 22.4 million jobs from its peak in February 2020 to its trough in April 2020. Thus, the 9.5 million jobs lost through January 2021 represent 42.4% of the 22.4 million jobs lost in the previous 10 recessions.

Chart 4. Total nonfarm employment indexed to employment peak, seasonally adjusted

Source: U.S. Bureau of Labor Statistics, Current Employment Statistics survey.

Employment of women, average hourly earnings, and average weekly hours

Besides driving large movements in employment, the pandemic led to substantial volatility in data other CES measures. Women's employment, average hourly earnings, and average weekly hours all underwent significant changes in the data over the months in the industry's loss of employment.

Employment of women

Women lost 5.4 million jobs from February to April 2020, 2.4 million more women's employment declined by 5.5% million, accounting for 55 percent of the total employment loss over the time. Also, although the disproportionate decline in women's employment is attributable to its factors. The first is that pandemic-related closures and social distancing requirements affected industries that employ a large share of women. The second factor is that women are more likely than men to work in occupations that require in-person interaction and, therefore, were more likely to be affected by the pandemic. Finally, women's employment declined more than men's employment, even though women's share of total employment, made up women's share of total employment, made up women's share of total employment, made up 50.0% of nonfarm, or 71 percent. Other industries in which women's employment declined by more than 1 million were retail trade (1.1 million) and other services (1.0 million).

By March 2020, men and total government began experiencing restrictions in response to the pandemic, including stay-at-home orders, social distancing requirements, travel restrictions, school closures, and capacity limitations on businesses. Women's employment declined by 1.5 million in March 2020, and men's employment declined by 2.1 million, as the effects of the pandemic and the economic response began to be felt. Women's employment declined by 5.4 million in April 2020, and men's employment declined by 15.1 million, a loss only surpassed by a 1.9 million decline that came in the country during the Great Depression.[2] Men's employment declined by 15.1 million in April 2020, a loss only surpassed by a 1.9 million decline that came in the country during the Great Depression.[2] As total employment increased in May through June 2020, women's employment increased by 4.1 million, while men's employment increased by 3.7 million. The largest declines in the January of the COVID-employment sector, which experienced its largest declines in the January of the COVID-employment sector, which experienced its largest declines in the January of the COVID-employment sector, which experienced its

Source: Lightcast Labor Insights

Chart 16: Employment in temporary help services, seasonally adjusted, January 2015-December 2020

Thousands

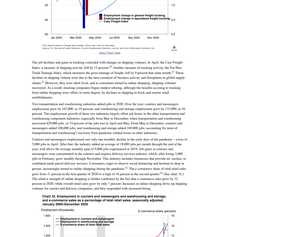
Source: U.S. Bureau of Labor Statistics, Current Employment Statistics Survey (National)

Service-to-facilities and facilities-to-FTE ratios in Illinois and April. Establishments in the subsector averaged 1.2 facilities per establishment in April, down from 1.3 in January. Facilities averaged 10.4 employees in January and 9.6 in April. Establishments in the subsector averaged 12.4 employees in January and 11.5 in April. These ratios have remained relatively stable since 2015, with the exception of a brief period in 2016 when the ratios dipped to their lowest levels in the past decade. Overall, the subsector has recovered 77 percent of the jobs lost to the pandemic.

Direct-to-public establishments and business services, professional and technical services in the 54 NAICS are in Illinois and April. While professional and technical services, and staffing and housekeeping services lost 30,000 jobs, direct-to-public establishments lost 40,000 jobs. Direct-to-public establishments in Illinois have recovered 70 percent of the jobs lost to the pandemic and employed something service in the 54,000 jobs.[1] These establishments include restaurants, bars, and retail establishments. Direct-to-public establishments

Chart 17. Over the month employment change in general freight and specialized freight trucking, seasonally adjusted, and Cass Freight Index, January 2019–December 2020

Highchart Change (Thousands)



Source: Cass Freight Index, Cass Information Systems, Inc., and U.S. Bureau of Labor Statistics, Current Employment Statistics, 2019 vintage and 2020 vintage.

View Chart Data

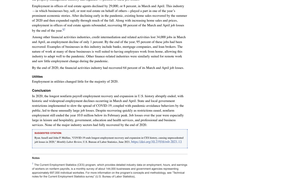
The job declines and gains in trucking coincided with changes in shipping volumes. In April, the Cass Freight Index, a measure of shipping activity, fell by 17 percent.[16] Another measure of trucking activity, the Pac-Man Index, tracks seasonal shipping activity through the Great Lakes region. It fell by 9 percent that same month.[17] These declines in shipping volumes were due to the near cessation of business activity and disruptions in global supply chains. By May, the Pac-Man Index had recovered to its pre-pandemic level, and shipping activity quickly recovered. As trucks ended a temporary hiatus from shipping, the Cass Freight Index showed a steep increase in freight from online shopping more than offset a severe decline in shipping by brick-and-mortar retail establishments.

The transportation and warehousing industries added jobs in 2019. Over the year, couriers and messengers employment grew by 57,000, or 19 percent, and warehousing and storage employment grew by 113,000, or 10 percent. Over the year, general freight trucking added 24,000 jobs, a 2 percent increase, and specialized freight trucking added 11,000 jobs, a 3 percent increase. Employment in the transportation and warehousing industries increased 429,000 jobs, or 4 percent, from May to December, and the industry's share of total nonfarm employment increased 0.2 percentage points to 4.9 percent.

Couriers and messengers employment not only avoided declines in the early days of the pandemic—a loss of 7,000 jobs in April, rather than the industry added an average of 10,000 jobs per month in the prior year, such where the average monthly gain of 9,000 jobs experienced in 2019. Sub gains in couriers and messengers employment in 2020 were concentrated in the months of November and December, with 21,000 jobs in February, possibly brought forward. This industry's activity between the pandemic and, as labor, or continued needs posted delivery businesses, couriers, major to observe social distancing and hesitant to drop in person to retail establishments. Employment in couriers and messengers increased by 21,000 jobs from 3 percent to the first quarter of 2020 to August of increase in the number of 2020 jobs. The relative strength of online shopping is further illustrated by the fact that e-commerce sales grew by 32 percent in the first quarter of 2020 and by 44 percent in the second quarter of 2020, while total retail sales, even with the massive shipping disruptions in April, fell 8.7 percent.[18] Such e-commerce sales increased the employment ratio in the couriers and messengers industry to 1.4 percent in the second half of the year. Increased pressure for small-van hybrid-sized companies strengthen their financial position, and courier professions shall continue to experience strong growth in the coming years. Couriers and messengers employment is projected to grow by 10 percent annually through 2029, much faster than the average for all occupations.[19]

Chart 18. Employment in couriers and messengers and warehousing and storage, and e-commerce sales as a percentage of total retail sales, seasonally adjusted, January 2019–December 2020

Employment (thousands)



Source: Quarterly Services Survey, U.S. Census Bureau, 2015–2020, and U.S. Bureau of Labor Statistics, Current Employment Statistics, 2015–2020.
Note: Data for the fourth quarter of 2020 are not available. Data for 2015 are not available for e-commerce sales.

View Chart Data

The warehousing and storage industry also managed to benefit from increases in online orders. Initially, the pandemic drove the industry's losses, which saw 104,000 jobs lost in March and April. The loss was exacerbated by declining work on prices, which today working much fast retailers has become for ownership retail and storing warehouse and storage employment. Employment in warehousing and storage fell by 104,000 jobs, or 7 percent, from the second quarter of 2020. The industry did see improvement in the second half of the year. Increased prices for used-van hybrid-sized companies strengthen their financial position, and courier professions shall continue to experience strong growth in the coming years. Couriers and messengers employment is projected to grow by 10 percent annually through 2029, much faster than the average for all occupations.[19]

Employment in offices of real estate agents declined by 29,000, or 4 percent, in March and April. This industry — in which licensed key staff, or in real estate on behalf of others—played a pre- some of the year's most prominent economic stories. After declining in early pandemic, existing home sales recovered to the summer of 2019 by the end of the second quarter of 2020.[20] Sales of existing homes increased 26 percent from the second quarter of 2020 to the third quarter of 2020, and by another 10 percent from the third quarter of 2020 to the end of the year.[21]

Among other financial activities industries, credit intermediation and related activities lost 34,000 jobs in March and April, or 2 percent. By the end of the year, 97 percent of the industry's losses had been regained. Securities, commodity contracts, and investments activities lost 17,000 jobs in March and April, or 3 percent. This industry includes banks, mortgage companies, and loan brokers. The industry's losses were regained by the end of the year. Insurance carriers and related activities saw relatively modest losses, with employment declining by 1 percent in March and April.

By the end of 2020, the financial activities industry had recovered 93 percent of its March and April job losses.

Utilities

Employment in utilities changed little for the majority of 2020.

Conclusion

In 2020, the largest nonfarm payroll employment recovery and expansion in U.S. history abruptly ended. Job losses and widespread employment declines occurring in March and April. State and local government employment declined by 1.3 million jobs from March to May. Many of these jobs were in education. Among the public, but to more manually, high-risk troops. Despite surprising quality in restrictions remained, the employment ratio recovered only the over 2019 million below in February peak. Job losses over the year were especially concentrated in low-wage industries, such as leisure and hospitality, which lost 3.5 million jobs.

SUGGESTED CITATION
Ross, Kandi and Bret Wilkins, "COVID-19 and impact employment recovery and expansion in 2020," Bureau closing unprecedented job losses in 2020," Monthly Labor Review, U.S. Bureau of Labor Statistics, June 2021, https://doi.org/10.21916/mlr.2021.12

Notes

* The Current Employment Statistics (CES) program, which provides detailed industry data on employment, hours, and earnings of workers on nonfarm payrolls, is a monthly survey of about 150,000 businesses and government agencies representing approximately 670,000 worksites. For more information about the CES program, see the publication *Handbook of Methods*, available from the Publications and Special Studies section of the U.S. Bureau of Labor Statistics, https://www.bls.gov/opub/hom/home.htm. For more information about the Quarterly Census of Employment and Wages (QCEW) program, also known as the Covered Employment Statistics (CES) program, see the publication *Handbook of Methods*, available from the Publications and Special Studies section of the U.S. Bureau of Labor Statistics, https://www.bls.gov/opub/hom/home.htm. The CES data used in this article are seasonally adjusted unless otherwise noted.

[1] The CES employment series goes back to 1939. Prior to 2020, the three largest employment declines were the 1945 post-World War II demobilization, which saw 1.9 million jobs lost; the Great Recession years of 2008 and 2009, when 8.8 million jobs were lost; and the 1981–82 recession, which saw 2.9 million jobs lost. See the publication *Handbook of Methods*, available from the Publications and Special Studies section of the U.S. Bureau of Labor Statistics, https://www.bls.gov/opub/hom/home.htm.

[2] The term economic implications of the coronavirus pandemic (COVID-19) is used in this article to refer to the economic impacts of the coronavirus pandemic (COVID-19). In general, "International Journal of Surgery, vol. 79 (July 2020), pp. 185–194, https://www.sciencedirect.com/science/article/pii/S1743919120308627.

[3] See "First known cases of COVID-19 identified in United States," Centers for Disease Control and Prevention, January 21, 2020, https://www.cdc.gov/media/releases/2020/p0121-novel-coronavirus-travel-case.html.

[4] See "Coronavirus Disease 2019 (COVID-19)—Daily Update," Centers for Disease Control and Prevention, updated March 10, 2021, https://www.cdc.gov/coronavirus/2019-ncov/cases-updates/cases-in-us.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fcases-updates%2Fcases-in-us.html#anchor_1615219662551.

[5] See "Timeline of COVID-19 events and limits in the U.S. response to U.S. by state/territory," Centers for Disease Control and Prevention, updated March 10, 2021, https://www.cdc.gov/coronavirus/2019-ncov/cases-updates/cases-in-us.html.

[6] See "A timeline of COVID-19 developments in 2020," American Journal of Managed Care, January 1, 2021, https://www.ajmc.com/view/a-timeline-of-covid19-developments-in-2020.

[7] According to one study, 42 percent of people polled said they would avoid eating in restaurants. See Mark Brandau, "COVID-19 will change restaurants forever," Nation's Restaurant News, April 6, 2020, https://www.nrn.com/coronavirus/covid-19-will-change-restaurants-forever.

[8] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[9] See "Coronavirus: Travel bans are forcing some lives apart," Reykjavik Business, November 25, 2020, https://www.reykjavikbusiness.com/coronavirus-travel-bans-are-forcing-some-lives-apart/; and Jeff Bezos, "Message from Jeff Bezos," McDonald's, Chipotle and Starbucks are forming during coronavirus while your neighborhood restaurant struggles," Business Insider, May 15, 2020, https://www.businessinsider.com/mcdonalds-chipotle-starbucks-coronavirus-restaurant-closures-2020-5. Online retailers and restaurants with delivery services, such as Amazon, Walmart, and Domino's, have been better positioned for the pandemic than full-service restaurants' American Customer Satisfaction Index, "Restaurants Struggle to Maintain Customer Satisfaction," July 14, 2020, https://www.theacsi.org/news-and-resources/customer-satisfaction-publications/restaurants-struggle-to-maintain-customer-satisfaction.

[10] See Chris Fuhrmeister, "Canadian 'of services' from 'not essential' to 'essential' during COVID-19," Canadian Trucker, March 27, 2020, https://www.canadiantrucker.com/opinion/from-not-essential-to-essential-during-covid-19; and Mike Baxter, "Coronavirus: No-one-stop' order at Amazon as you can suffer," BBC News, July 14, 2020, https://www.bbc.com/news/business-53403503.

[11] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[12] See Scott McCartney, "The Covid pandemic could run business travel by 40%, permanently," The Wall Street Journal, December 2, 2020, https://www.wsj.com/articles/the-covid-pandemic-could-run-business-travel-by-40-permanently-11606924800.

[13] See "U.S. COVID-19 travel guidelines," FlatTheCOVR.com, https://covid19.apiumnetwork.com/us-fl?utm_medium=ppc&utm_source=google&utm_campaign=us_fl_brand&utm_content=&gclid=EAIaIQobChMIqPDJ1ZWo7gIVkZ6zCh1ZWgJ0EAAYASAAEgJ3ZfD_BwE.

[14] See "The coronavirus spring: the historic closing of U.S. schools & libraries," Education Week, July 1, 2020, https://www.edweek.org/leadership/the-coronavirus-spring-the-historic-closing-of-u-s-schools-libraries/2020/07.

[15] In the CES survey, all persons employed by an establishment are included in the statistics for the industry into which that establishment is best classified, regardless of occupation. Therefore, employment estimates for state and local government education workers include all employees of those entities, not just teachers. See the publication *Handbook of Methods*, available from the Publications and Special Studies section of the U.S. Bureau of Labor Statistics, https://www.bls.gov/opub/hom/home.htm.

[16] When state and local government industries are experiencing large employment changes not tied to the normal seasonal hiring or layoff of workers, employment estimates are not seasonally adjusted.

[17] See Cass Information Systems and Eddy Elisha, "Pac-Man Index: Shipping activity is part of the week the Fed," The Fed Beige Book, May 27, 2020, https://www.cassinfo.com/blog/2020/05/27/pac-man-index-shipping-activity-is-part-of-the-week-the-fed; and Kandi Ross, "Freight trucks and COVID-19: a tale of a pandemic, severe warning, and hybrid years," CBS News, August 9, 2020, https://www.wesleyjclark.com/money/20200809/trucks-news-plan-to-support-schools-in-the-fall-semester.

[18] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627. Data is observations are not available for "e-commerce" in the article or conform to Government Printing Office publication standards.

[19] See "Couriers and Messengers," Occupational Outlook Handbook, U.S. Bureau of Labor Statistics, https://www.bls.gov/ooh/transportation-and-material-moving/couriers-and-messengers.htm#tab-6.

[20] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[21] See "Real estate agents and brokers," Occupational Outlook Handbook, U.S. Bureau of Labor Statistics, https://www.bls.gov/ooh/sales/real-estate-agents-and-brokers.htm#tab-6.

[22] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[23] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[24] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[25] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[26] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[27] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[28] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[29] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[30] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[31] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[32] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[33] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[34] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[35] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[36] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[37] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[38] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[39] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[40] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[41] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[42] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[43] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[44] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[45] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[46] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[47] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[48] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[49] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[50] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[51] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[52] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[53] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[54] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[55] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[56] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[57] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[58] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[59] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[60] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[61] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[62] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[63] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[64] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[65] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[66] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[67] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[68] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[69] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[70] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[71] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[72] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[73] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[74] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[75] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[76] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[77] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[78] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[79] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[80] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[81] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[82] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[83] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[84] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[85] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[86] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[87] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[88] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[89] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[90] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[91] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[92] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[93] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[94] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[95] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[96] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[97] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[98] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[99] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[100] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[101] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[102] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[103] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[104] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[105] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[106] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[107] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[108] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[109] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[110] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[111] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[112] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[113] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[114] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[115] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[116] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[117] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[118] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[119] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[120] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[121] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[122] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[123] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[124] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[125] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[126] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[127] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[128] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[129] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[130] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[131] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[132] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[133] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[134] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[135] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[136] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[137] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[138] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[139] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[140] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[141] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[142] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[143] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[144] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[145] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[146] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[147] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[148] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[149] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[150] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[151] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[152] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[153] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[154] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[155] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[156] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[157] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[158] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[159] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[160] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[161] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[162] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[163] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[164] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[165] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[166] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[167] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[168] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[169] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[170] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[171] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[172] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[173] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[174] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[175] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[176] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[177] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[178] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[179] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[180] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[181] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[182] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[183] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[184] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[185] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[186] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[187] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[188] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[189] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[190] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[191] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[192] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[193] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[194] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[195] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[196] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[197] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[198] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[199] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[200] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[201] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[202] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[203] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[204] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[205] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[206] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[207] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[208] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[209] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[210] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[211] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[212] See "Coronavirus: Lockdowns around the world," BBC News, May 19, 2020, https://www.bbc.com/news/world-51706627.

[213] See "Coronavirus: Lock

City Council Staff Report

DATE: June 15, 2022

AGENDA ITEM NO: Consent Calendar - 3G

TO: The Honorable Mayor and City Council

FROM: Anthony Antich, Interim Director of Public Works

SUBJECT: 2021-22 Street Rehabilitation at Various Locations Project – Award of Contract

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with All American Asphalt of Corona, CA in the contract amount of $7,294,219 for the 2021-22 Street Rehabilitation at Various Locations Project;
2. Authorizing the Director of Public Works to approve change orders and contingency up to $729,422, or 10% of the contract amount for a total project cost of $8,023,641; and,
3. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY

On May 4, 2022, the City Council adopted Resolution 2022-R32 authorizing the City Engineer to approve plans and specifications for capital improvement projects and authorizing the Public Works Director to solicit bids for Capital Improvement Projects. The public bid opening for the 2021-22 Street Rehabilitation at Various Locations Project was held on June 1, 2022. Staff has completed its review of bids and recommends that the contract be awarded to All American Asphalt, the lowest responsible bidder, in the amount of $7,294,219.

BACKGROUND

The project involves the rehabilitation of the following streets:

STREET SEGMENTS
1st Street – Atlantic Blvd to West City Limits
Avenida Cesar Chavez – Bleakwood to End (Frontage)
Avenida Cesar Chavez – Schoolside Ave to Collegian Ave (Frontage)
Avenida Cesar Chavez – Vancouver Ave to Westcott Ave (Frontage)

Bleakwood Ave – Avenida Cesar Chavez to 1st St
Brightwood Street – Monterey Pass Rd to Ridgecrest St
Chalet Ter – Crest Vista Dr to End
Collegian Ave – Avenida Cesar Chavez to South End
Crest Vista Dr – Ridgecrest St to W Crest Wy
Dorner Dr – Collegian Ave to 1st St
Dorner Dr – Schoolside Ave to Vancouver Ave
Gladmar St – Collegian Ave to Sherbrook Ave
Hillside St – Ridgecrest St to Floral Dr
Longhill Wy – Longhill Dr to End
Ridgecrest Ct – Rigdecrest St to End
Pebbledon St – Brightwood St to Longhill Wy
Pebble Vale St – Pebble Ct to Brightwood St
Rock Haven St – Rockview Ct to Brightwood St
Roscommon Ave – Avenida Cesar Chavez to 1st St
Sherbrook Avenue – 1st St to Gladmar St
Stonewell St – Brightwood St to Stone Ct
Summit Pl – Ridgecrest St to End
Vancouver Ave – Dorner Dr to Avenida Cesar Chavez
Westcott Ave – Avenida Cesar Chavez to South End
Alpine Ter – Crest Vista to End
Barnum Wy – Vagabond Rd to Ridgecrest
College View Ln – College View Dr to End
Crest Haven Wy – Crest Vista Dr to End
Dell Dr – Wandering Dr to Hillvale Dr
Donner Pl – Ridgecrest St to End
Dover Wy – Crest Vista Dr to End
E Crest Wy – Ridgeside Dr to End
Glenview Ter – Crest Vista Dr to Sunrise Dr
Grand Vista Pl – Grand Vista Wy to End
Grand Vista Wy – Crest Vista Dr to End
Hillvale Dr – Dell Dr to End
Longhill Dr – Highland Dr to Hillside St
Lunar Dr – Crest Vista Dr to Brightwood St
Moonbeam Dr – Sunrise Dr to Crest Vista Dr
North Ridge Pl – Star Ridge Dr to End
Ridgecrest Wy – Ridgecrest St to End
Ridgeside Cir – Ridgeside Dr to End
Ridgeside Dr – E Crest Wy to Crest Vista Dr
Ridgeside Dr – Wandering Dr to E Crest Wy
Rodman Cir – Crest Vista Dr to End

Rolling Hill Dr – Crest Vista Dr to Brightwood St
Shady Crest Ln – Brightwood St to End
Solar Dr – Highland Dr to Brightwood St
Star Ridge Dr – Highland Dr to Hillside St
Sunny Slope Pl – Sunnyslope Dr to End
Sunnyhill Dr – Sunnyslope Dr to Hillside St
Sunnyslope Dr – Highland Dr to Brightwood St
Sunrise Dr – El Repetto Dr to College View Dr
Sunrise Pl – Sunrise Dr to End
Vagabond Rd – Barnum Wy to Monterey Pass Rd
Vagabond Rd – Ridgecrest St to Barnum Wy
Valley Vista Dr – Solar Dr to Floral Dr
W Crest Wy – Crest Vista Dr to End
Wandering Dr – Dell Dr to Brightwood St
Windover Wy – Crest Vista Dr to End
Ridgecrest St – Hillside St to Crest Vista Dr
Ridgecrest St – Floral Dr to Brightwood St

The work includes cold milling and removal of the existing asphalt pavement and constructing a rubberized asphalt overlay, adjusting utility covers to grade; constructing new ADA curb ramps; replacing traffic loop detectors, restoring traffic striping and pavement markings; and providing and maintaining traffic control during construction.

The public works bid was opened on June 1, 2022, and includes the following four bids:

RANK	BIDDER	BASE BID AMOUNT
1	All American Asphalt	$ 7,294,219.00
2	Excel Paving	$ 7,524,642.00
3	Onyx Paving	$ 7,777,000.00
4	Hardy & Harper	$ 7,950,000.00

The bid submitted by All American Asphalt, is the lowest responsive bid from a responsible bidder. All American Asphalt license was verified with the California State Contractor's License Board to be current, active and in good standing. Registration with the California Department of Industrial Relations (DIR) was verified. Staff also checked the contractor's references and received positive feedback.

This project is funded by Street Bond Fund 621, and is included in the 2022-2023 fiscal year Capital Improvement Program.

FISCAL IMPACT

Funds for this project have been budgeted in the FY22-23 Capital Improvement Plan (CIP) as Project No. 96030. There are sufficient funds for the contract amount of $7,294,219 and a contingency of $729,422 for a total of $8,023,641.

Respectfully submitted and prepared by:

Anthony Antich
Interim Director of Public Works

Reviewed by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT

1. All American Asphalt Proposal

ATTACHMENT 1
All American Asphalt

City Council Staff Report

DATE: June 15, 2022

AGENDA ITEM NO: Consent Calendar - 3H

TO: The Honorable Mayor and City Council

FROM: Anthony Antich, Interim Director of Public Works

SUBJECT: 2022 Catch Basin Retrofit Device Installation – Award of Contract

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with United Storm Water Inc. of Industry, CA in the contract amount of $99,450 for the 2022 Catch Basin Retrofit Device Installation;
2. Authorizing the Director of Public Works to approve change orders and contingency up to $9,945, or 10% of the contract amount;
3. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY

On May 4, 2022, the City Council adopted a resolution authorizing the City Engineer to approve plans and specifications for capital improvement projects, and authorizing the Public Works Director to solicit bids for Capital Improvement Projects identified in the CIP. The public bid opening for the 2022 Catch Basin Retrofit Device Installation was held on May 24, 2022. Staff has completed its review of bids and recommends that the contract be awarded to United Storm Water Inc., the lowest responsible bidder, in the amount of $99,450.

BACKGROUND

The City is required to conduct a trash study every summer in order to demonstrate that the City is achieving a reduction in trash discharge of 99% or greater from the baseline load. Unfortunately, the City is currently not meeting the 99% trash reduction, as required by the Regional Board. At this moment, all City owned catch basins are currently fitted with a Connector Pipe Screen (retrofit device); therefore, the next option is to retrofit LA County owned catch basins located within the City with Connector Pipe Screen devices to aid the City in meeting the 99% trash reduction. The Connector Pipe Screen (CPS) units prevent trash and debris from entering the storm drain system during dry weather and moderate storm flows by keeping the trash and debris inside the catch basin. The City's stormwater consultants recommended 130 catch basin locations to be retrofitted as part of this project.

The work includes cleaning of the existing catch basins, and installing CPS units following LA County standards. United Storm Water Connector Pipe Screen (CPS) Unit specs and drawings are one of the few approved by LA County.

The public works bid was opened on May 24, 2022, and includes the following 3 bids:

RANK	BIDDER	BASE BID AMOUNT
1	United Storm Water Inc	$ 99,450
2	Downstream Services Inc	$ 185,900
3	Gentry General Engineering Inc	$ 445,520

The bid submitted by United Storm Water Inc, is the lowest responsive bid from a responsible bidder. United Storm Water Inc's license was verified with the California State Contractor's License Board to be current, active, and in good standing. Registration with the California Department of Industrial Relations (DIR) was verified. Staff also checked the contractor's references and received positive feedback.

FISCAL IMPACT

This project has been budgeted in the FY22-23 Capital Improvement Plan (CIP) as Project No.96033 and will be funded from Measure W Funds. There is no impact to the General Fund.

Respectfully submitted and prepared by:

Anthony Antich
Interim Director of Public Works

Reviewed by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT

1. United Storm Water Inc Proposal

ATTACHMENT 1
United Storm Water Inc Proposal

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: United Storm Water, Inc.

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

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

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

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

BID SCHEDULE

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

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

BID SCHEDULE For 2022 CATCH BASIN RETROFIT DEVICE INSTALLATION					
No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Furnish and install connector pipe screen (CPS) as per LA County Standards	130	EA	$ 765.00	$99,450.00
TOTAL BASE BID AMOUNT IN NUMBERS					$99,450.00
TOTAL BASE BID AMOUNT IN WORDS: Ninety nine thousand, four hundred fifty dollars and zero cents					

FOR REFERENCE ONLY
USE ELECTRONIC BID WORKSHEET

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

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

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

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

DESIGNATION OF SUBCONTRACTORS

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

Subcontractor Information	Work to be Performed	Dollar Amount
Name: No Subcontractors		
Address:		$ 0.00
Tel:		
Name:		
Address:		$_____
Tel:		
Name:		
Address:		$_____
Tel:		

Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		$ 0.00

REFERENCES

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

Reference 1		
Agency Name City of Ontario	Project Name and Brief Description - FY2020-21 CPS Project; Fab & Install 166 CPS - FY2019-20 CPS Project; Fab & Install 210 CPS	
Contact Name and Title Celia Corral		
Tel: 909/ 395-2387 E-mail: ccorral@ontarioca.gov	Contract Value: $111,164 $134,466	Year Completed: 2021 2020

Reference 2		
Agency Name City of Industry	Project Name and Brief Description - Citywide Catch Basin Retrofits, Phase II - Fab & Install ARS and CPS in 124 Catch Basins	
Contact Name and Title Gary Perez		
Tel: 626/ 333-0336 E-mail: gperez@cc-eng.com	Contract Value: $237,460	Year Completed: 2019

Reference 3		
Agency Name City of Irvine	Project Name and Brief Description - CPS Installations in the City of Irvine - Fab & Install 250 CPS	
Contact Name and Title Vien Nguyen		
Tel: 949/ 724-7687 E-mail: viennguyen@cityofirvine.org	Contract Value: $108,023	Year Completed: 2021

Reference 4		
Agency Name City of Thousand Oaks	Project Name and Brief Description - Trash Full Capture Device Installation - Fab & Install CPS and Curb Inlet Fixed Screens in Total of 97 Catch Basins	
Contact Name and Title Gareth Madrid		
Tel: 805/ 449-2469 E-mail: gmadrid@toaks.org	Contract Value: $ 65,253 $ 49,156	Year Completed: 2021 2020

SITE INSPECTION

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

Name of Person who inspected the site: Ramon Menjivar

Date of Inspection: 5/20/2022

ADDENDA ACKNOWLEDGMENT

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

Addendum No. 1 Dated 5/22/2022

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder and proposed subcontractors hereby certifies that he has participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier_____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature_____
value _____

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

BUY AMERICA

49 U.S.C. 5323(j)
49 CFR Part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. 623, 42 U.S.C. 2000
42 U.S.C. 6102, 42 U.S.C. 12112
42 U.S.C. 12132, 49 U.S.C. 5332
29 CFR 1630, 41 CFR Parts 60 et seq.

NOTICE OF SHIPMENT/
PACKING LIST

ATI
Flat Rolled Products

CERTIFICATE OF TEST

AL 6168-8 417

CUST. ORD. NO. & DATE		CUST. CODE	FINISHING LOCATION		SHIPPER NO.	PRODUCT CODE	MILL ORDER NUMBER	DATE SHIPPED
M10019890	11/08/21	575843	VANDERGRIFT,	PA	480591	13020102060000	30-111-069	01/31/22

FORMS DISTRIBUTION: SOLD TO → | SHIP TO → | SPEC →

	REPEAT ORDER	DO RATE	PRIORITY	GOV'T CONTRACT	MAT'L	SHIPPING LOCATION		INVOICE
	16613-0	25			1121	VANDERGRIFT	PA	660007

SOLD TO
MG BILL
L507382

PRIME DSO 10
SEC. DSO

SHIP TO

GRADE AND SPECIFICATIONS

CARRIER - COORDINATORS,INC.

"ATI 304" STAINLESS STEEL SHEET C R COILS ANNEALED 2B FIN 3 EDGE (ASME-SA-480 ED 2021) (ASTM-A-480-20A) (ASME-SA-666 ED 2019) (ASTM-A-666-15) (ASTM-A-240-20A) (ASME-SA-240 ED 2019)

ITEM	PCS	DIMENSIONS W/G/L	HEAT #	COIL #	TEST #	GROSS	TARE	NET	THEO	TAG #/ CD	SKID #
001	1	48./.075/1820.	863228	AAD56249-A	8886277	22415		22415		736088	
	1	48./.075/1754.	863228	AAD56249-B	8886277	21630		21630		736070	
C CUST IDENTITY 3042B.075X48											
	2	COILS				44045		44045			

TYPE HEAT/TEST (WT %)	--C---	--MN--	--P---	--S---	--SI--	--CR--	--NI--	--N---
HEAT 863228	.06	.90	.028	.0002	.47	18.22	8.59	.07
TEST LOCATION	BN	BN	BN	BN	BN	BN	BN	BN

ITEM	TEST NO	YIELD PSI *	TENSILE PSI	% ELONG IN 2"	% R/A	HARDNESS	BEND		ASTM GRAIN SIZE	HARDENABILITY
001	8886277				NR	86.HRBW	T PASS	NR	NR	NR
		T 51800.	97700.	51. #		87.HRBW				
TEST LOCATION		TC	TC	TC		TC	TC			

* Y.S. BY 0.2% OFFSET METHOD
\# ELONG AT FRACTURE

NR = DATA NOT REQUIRED
GRADE VERIFICATION WAS CARRIED OUT SPECTROSCOPICALLY

PAGE 01 - CONTINUED ON PAGE 02

01/31/22 16:05:16

CONSIGNEE - Please Note—This consignment was turned over to carrier in first class condition, being correctly loaded, at which time our responsibility for loss or damage in shipment ceased. For your protection please examine shipment as it arrives. If any shortage or damage is discovered, have a full description made by transportation agent on waybill before signing.

WARNING
Safety Data Sheets for this product are available on our website, www.ATImetals.com. A thorough review of the Safety Data Sheet for the grade of material purchased shall be performed prior to working with this product and all safety & health considerations outlined must be implemented.

The above is a true copy of data on file. The material and test results conform to the sales contract and specification(s) as set forth in ATI Flat Rolled Products' Order Acknowledgement.

Noreen Deferrari - Sr. Manager Quality, Corporate Quality Assurance

NOTICE OF SHIPMENT/
PACKING LIST

ATI
Flat Rolled Products

CERTIFICATE OF TEST

AL 6168-8 417

CUST. ORD. NO. & DATE		CUST. CODE	FINISHING LOCATION		SHIPPER NO.	PRODUCT CODE	MILL ORDER NUMBER	DATE SHIPPED
M10019890	11/08/21	575843	VANDERGRIFT,	PA	480591	13020102060000	30-111-069	01/31/22

FORMS DISTRIBUTION: SOLD TO → | SHIP TO → | SPEC →

	REPEAT ORDER	DO RATE	PRI-ORITY	GOVT CONTRACT	MATL.	SHIPPING LOCATION		INVOICE
MG BILL					1121	VANDERGRIFT	PA	660007
L507382	16613-0	25						

SOLD TO

PRIME DSO 10

SEC. DSO

SHIP TO

GRADE

CARRIER - COORDINATORS,INC.

"ATI 304" STAINLESS STEEL SHEET C R COILS ANNEALED 2B FIN 3 EDGE

ATI FLAT ROLLED PRODUCTS DOES NOT USE MERCURY IN THE TESTING OR PRODUCTION OF ITS PRODUCTS.

MATERIAL IS OF USA MELT AND MANUFACTURE.

THE FOLLOWING TEST METHODS ARE USED BY THE LISTED LAB: ASTM E8 FOR ALL SPECIMENS FOR YIELD, TENSILE, AND ELONGATION EXCEPT ISO 6892-1 FOR 80MM SPECIMENS; ASTM E290 FOR BEND (FOR NEW BEDFORD LABORATORY - TYPE 2 FREE BEND IS USED), ASTM E112 FOR GRAIN SIZE; ASTM E10, E18, E92, & E384 FOR HARDNESS; ASME B46.1 SECTION3 FOR SURFACE ROUGHNESS; AMS 2750 FOR LABORATORY HEAT TREATMENT; ASTM E139 FOR STRESS RUPTURE; ASTM E29 FOR ROUNDING; ASTM E3 AND E407 FOR METALLOGRAPHIC PREPARATION AND ETCHING.

ATI FLAT ROLLED PRODUCTS PERFORMS CHEMICAL ANALYSIS BY FOLLOWING TECHNIQUES FOR TESTING LOCATIONS TC, BN, & LO: C & S BY COMBUSTION/INFRARED ABSORPTION PER ASTM E1019; N & O BY INERT FUSION/THERMAL CONDUCTIVITY PER ASTM E1019; MN, P, SI, CR, NI, MO, CU, CB (NB), CO, V, W BY WDXRF PER ASTM E572; PB, BI, AG BY GFAA PER ASTM E1184; AL AND TI (>=0.10%) BY WDXRF PER ASTME572 OTHERWISE BY OES PER ASTM E1086; TA BY ICP PER ASTM E1479.

EN 10204:2005 - 3.1 CERTIFICATE DOES NOT IMPLY THAT MATERIAL IS AN APPROVED PED GRADE. FOR A COMPLETE LISTING OF APPROVED PED GRADES, VISIT OUR WEBSITE AT WWW.ATIMETALS.COM.

THESE COMMODITIES OR TECHNOLOGY, WHEN EXPORTED FROM THE UNITED STATES, ARE IN ACCORDANCE WITH THE USA EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED. U.S. LAW ALSO PROHIBITS DISPOSITION OF THESE COMMODITIES/TECHNICAL DATA TO ANY END-USER OR FOR ANY END-USE RELATED TO THE DESIGN, DEVELOPMENT, PRODUCTION, STOCKPILING, OR USE OF CHEMICAL, BIOLOGICAL, OR NUCLEAR WEAPONS, OR MISSILES, WITHOUT THE PROPER APPROVAL OF THE UNITED STATES GOVERNMENT.

PAGE 02 - CONTINUED ON PAGE 03

01/31/22 16:05:16

CONSIGNEE - Please Note--This consignment was turned over to carrier in first class condition, being correctly loaded, at which time our responsibility for loss or damage in shipment ceased. For your protection please examine shipment as it arrives. If any shortage or damage is discovered, have a full description made by transportation agent on waybill before signing.

WARNING
Safety Data Sheets for this product are available on our website, www.ATImetals.com. A thorough review of the Safety Data Sheet for the grade of material purchased shall be performed prior to working with this product and all safety & health considerations outlined must be implemented.

The above is a true copy of data on file. The material and test results conform to the sales contract and specification(s) as set forth in ATI Flat Rolled Products' Order Acknowledgement.

Noreen Deferrari - Sr. Manager Quality, Corporate Quality Assurance

NOTICE OF SHIPMENT/
PACKING LIST

ATI
Flat Rolled Products

CERTIFICATE OF TEST

AL 6168-8 417

CUST. ORD. NO. & DATE		CUST. CODE	FINISHING LOCATION	SHIPPER NO.	PRODUCT CODE	MILL ORDER NUMBER	DATE SHIPPED
M10019890	11/08/21	575843	VANDERGRIFT, PA	480591	13020102060000	30-111-069	01/31/22

FORMS DISTRIBUTION: SOLD TO → | SHIP TO → | SPEC →

SOLD TO
MG BILL
L507382

REPEAT ORDER	DO RATE	PRIORITY	GOVT CONTRACT
16613-0	25		

PRIME DSO 10 | SEC. DSO

MAT'L	SHIPPING LOCATION		INVOICE
1121	VANDERGRIFT	PA	660007

SHIP TO

GRADE
"ATI 304" STAINLESS STEEL SHEET C R COILS ANNEALED 2B FIN 3 EDGE

CARRIER - COORDINATORS,INC.

THIS CERTIFIED MATERIAL TEST REPORT SHALL NOT BE REPRODUCED EXCEPT IN FULL. FEDERAL LAW PROHIBITS THE RECORDING OF FALSE, FICTITIOUS, OR FRAUDULENT STATEMENTS OR ENTRIES ON THE CERTIFICATE AND MAY BE PUNISHABLE AS A FELONY UNDER FEDERAL LAW. ATI FRP HOLDS SEVERAL QUALITY CERTIFICATIONS THAT INCLUDE ISO-9001, AS9100, NADCAP, AND ISO/IEC 17025. MATERIAL WAS MANUFACTURED IN ACCORDANCE WITH THE ATI FRP QUALITY MANUAL REVISION 31 DATED 02/16/2021. FOR THE TESTING SPECIFICATION USED IN THE ANALYSIS OF THE MATERIAL, PLEASE SEE THE SCOPE OF APPROVAL FOR NADCAP AND ISO/IEC 17025 FOR THE LABORATORIES. THE SCOPE OF THE APPROVALS CAN BE FOUND AT WWW.ATIMETALS.COM.

ATI FLAT ROLLED PRODUCTS HAS NO CONTROL OVER CUSTOMER PROCESSING OF MATERIAL; INCLUDING, BUT NOT LIMITED TO, BUFFING OR ELECTROPOLISHING MATERIAL WITH A 2B OR OTHER FINISH, AND DOES NOT REPRESENT OR GUARANTY THAT THE MATERIAL IS SUITABLE FOR ANY PARTICULAR PROCESS OR USE OF CUSTOMER.

EN 10204:2005 3.1 CERTIFICATE.

TESTING WAS PERFORMED AT THE FOLLOWING LOCATIONS:
BN = ATI FRP BRACKENRIDGE; 100 RIVER ROAD; BRACKENRIDGE, PA 15014
TC = ATI FRP NATRONA HEIGHTS; 1300 PACIFIC AVENUE; NATRONA HEIGHTS, PA 15065

<<<<<<<< FOR ACCESS TO ONLINE CERTIFICATES OF TEST >>>>>>>>
<<<<<<<< REGISTER AT MYATI.ATIMETALS.COM >>>>>>>>

PAGE 03 - FINAL PAGE.

01/31/22 16:05:16

CONSIGNEE - Please Note—This consignment was turned over to carrier in first class condition, being correctly loaded, at which time our responsibility for loss or damage in shipment ceased. For your protection please examine shipment as it arrives. If any shortage or damage is discovered, have a full description made by transportation agent on waybill before signing.

WARNING
Safety Data Sheets for this product are available on our website, www.ATImetals.com. A thorough review of the Safety Data Sheet for the grade of material purchased shall be performed prior to working with this product and all safety & health considerations outlined must be implemented.

The above is a true copy of data on file. The material and test results conform to the sales contract and specification(s) as set forth in ATI Flat Rolled Products' Order Acknowledgement.

Noreen Deferrari - Sr. Manager Quality, Corporate Quality Assurance

1. **Nondiscrimination :** In accordance with Title VI of the Civil Rights Act, as amended, Section 303 of the Age Discrimination Act of 1975, as amended, Section 202 of the Americans with Disabilities Act of 1990, and Federal transit law, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying contract:

   (a) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, and Federal transit laws, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 relating to Equal Employment Opportunity as amended by Executive Order 11375), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

   (b) Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, and Federal transit law, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

   (c) Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract

financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Bidder's Name: United Storm Water, Inc.
Authorized Signature:
Name and Title: Eduado Perry Jr., President
Date: 5/23/2022

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

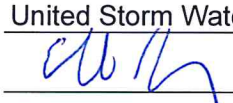
I am the President of United Storm Water, Inc., the party making the foregoing bid.

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

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

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

Bidder's Name: United Storm Water, Inc.

Authorized Signature: 

Name and Title: Eduado Perry Jr., President

Date: 5/23/2022

PUBLIC CONTRACT CODE SECTION 10162

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

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

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

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

N/A

Bidder's Name: United Storm Water, Inc.

Authorized Signature:

Name and Title: Eduado Perry Jr., President

Date: 5/23/2022

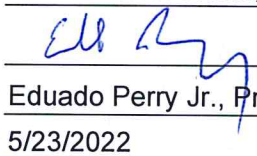
PUBLIC CONTRACT CODE SECTION 10232

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

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

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

Bidder's Name: United Storm Water, Inc.

Authorized Signature: 

Name and Title: Eduado Perry Jr., President

Date: 5/23/2022

PUBLIC CONTRACT CODE SECTION 10285.1

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

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

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

Bidder's Name: United Storm Water, Inc.

Authorized Signature:

Name and Title: Eduado Perry Jr., President

Date: 5/23/2022

BIDDER INFORMATION

Bidder's Name: United Storm Water, Inc.

Address: 14000 E. Valley Blvd., City of Industry, CA 91746

Form of Legal Entity: Corporation

If a Corporation, State of Incorporation: California

State Contractor's Class and License No.: 768583 (A, C21, HAZ, C31, C42, C27)

Contact Person Information:

Name: Lydia Perry Title: VP of Marketing & Sales

E-mail: lydia@unitedstormwater.com Tel: 626/ 890-7078

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

Eduardo Perry Jr., President; 14000 E. Valley Blvd., Industry, CA 91746; 626/ 961-9326

Daniel C Perry, Vice President; 14000 E. Valley Blvd., Industry, CA 91746; 626/ 961-9326

Robert Pina, Secretary/Treasurer; 14000 E. Valley Blvd., Industry, CA 91746; 626/ 961-9326

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

N/A

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

N/A

Previous contract performance history:

Was any contract terminated previously: No

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

Contract/project name and number: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 23rd day of May, 2022.

BIDDER United Storm Water, Inc.

14000 E. Valley Blvd., City of Industry, CA

Eduardo Perry Jr., President

Subscribed and sworn to this 23 day of May, 2022

NOTARY PUBLIC Lillian Valdivieso

LILLIAN VALDIVIESO
Notary Public - California
Los Angeles County
Commission # 2329332
My Comm. Expires May 31, 2024

PROPOSAL GUARANTEE

BID BOND

Bond No.: CSBA-20834

KNOW ALL MEN BY THESE PRESENTS that United Storm Water, Inc., as BIDDER, AND Arch Insurance Company, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of Ten Percent of the Amount Bid ($ (10%))dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **2022 CATCH BASIN RETROFIT DEVICE INSTALLATION SPECIFICATION NO. 2022-003** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 11th day of May, 2022.

SIGNED AND SEALED this 11th day of May, 2022

United Storm Water, Inc.

EDUARDO PERRY JR., PRESIDENT
PRINCIPAL

Arch Insurance Company

Shaunna Rozelle Ostrom, Attorney-in-Fact
SURETY

PRINCIPAL's MAILING ADDRESS:

14000 E. Valley Blvd.

City Of Industry, CA 91746

SURETY's MAILING ADDRESS:

550 South Hope Street, Suite 2600

Los Angeles, CA 90017

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

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On May 16, 2022 before me, Lillian Valdivieso, Notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Lillian Valdivieso (Seal)

LILLIAN VALDIVIESO
Notary Public - California
Los Angeles County
Commission # 2329332
My Comm. Expires May 31, 2024

ACKNOWLEDGMENT

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

State of California
County of Orange)

On 05/11/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MELISSA ANN VACCARO
COMM. #2241394
Notary Public-California
ORANGE COUNTY
My Comm. Expires May 12, 2022
FRS3

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Ben Stong, Michael D. Stong and R. Nappi of Riverside, CA (EACH) Benjamin Wolfe, Chelsea Arnold of Sacramento, CA (EACH) Arturo Ayala, Daniel Huckabay, Dwight Reilly, Frank Morones and Shaunna Rozelle Ostrom of Orange, CA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **17th day of March, 2022**

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman** , Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated March 17, 2022** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 11th day of May, 2022.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

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

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of _____ ($ _____) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **2022 CATCH BASIN RETROFIT DEVICE INSTALLATION SPECIFICATION NO. 2022-003** ("Public Project").

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

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

--END OF SECTION--

CITY OF MONTEREY PARK
CALIFORNIA

ADDENDUM NO. 1

2022 CATCH BASIN RETROFIT DEVICE INSTALLATION

SPECIFICATION NO. 2022-003

(QUEST CDN PROJECT # 8197005)

Bids must be received **before 10:00 a.m. on Tuesday, May 24, 2022,** via QuestCDN for the City of Monterey Park, 320 West Newmark Avenue, Monterey Park, CA 91754, to provide services for 2022 Catch Basin Retrofit Device Installation Specification No. 2022-003 (QuestCDN # 8197005).

This Addendum provides responses to the questions received. Please see below responses to all questions submitted:

Q.01. Are there any CPS devices currently installed that would need to be removed and recycled prior to installing the new FTC devices?
A.01. There are no existing CPS devices for catch basins listed in this project.

Q.02. If the contractor is responsible for removing any existing CPS devices within the structure, will the contractor also be responsible for disposing/recycling the old CPS devices as well as patching any holes left behind from the removed devices?
A.02. There are no existing CPS devices for catch basins listed in this project.

Q.03. What CPS device brands are currently installed (if any)?
A.03. There are no existing CPS devices for catch basins listed in this project.

Q.04. Are any of the catch basins located within an active railroad right-of-way?
A.04. Please see Section C. Bidder's Proposal, A site inspection is required, contractor is responsible for checking existing conditions.

Q.05. Will the City provide a staging area for storing the CPS devices during the term of installation?
A.05. The City will not provide a staging area.

Q.06. Will all necessary permits be obtained at no additional cost to the contractor?
A.06. Required City permits will be no-fee. County permit will be obtained by the City.

Q.07. Will the city provide a designated disposal site at no additional cost to the contractor?
A.07. The City will not provide a disposal site.

Q.08. Will the city provide a decant area such as a wash rack or permitted discharge location at no additional cost to the contractor?
A.09. The City will not provide a decant area.

Q.09. Will the city provide a location for a Transportable Treatment Unit (TTU) bin for dumping material at no additional cost to the contractor?
A.09. The City will not provide a location for a Transportable Treatment Unit bin.

Q.10. Will the city provide metered water for cleaning the catch basins at no additional cost to the contractor?
A.10. Please see Section D. General Provision, 39. Watering.

Q.11. Does the City have any requirements for easy access hinged lids for the CPS devices?
Q.11. As per Section E. Technical Specification, the removable CPS unit shall be designed and installed with a removable panel allowing access into the catch basin. The removable panel shall be easily disengaged from the rest of the CPS assembly upon entry or from the outside of the catch basin.

Q.12. Does the City have any requirements for quick-release CPS devices?
Q.12. Contractors must follow LA County Standards.

Q.13. Can the City provide maps of the CPS installation locations?
Q.13. Coordinates are provided on Appendix 4. Catch Basin List.

Q.14. Does the City have the pipe size information for the installation locations for pricing CPS screens?
Q.14. All pipes have a diameter between 8"-12",

Q.15. Does the City have shape files that can be shared with the contractor after award of the contract?
A.15. The City does not have any shape files.

For further Information please email Anthony Bendezu at
abendezu@montereypark.ca.gov

City Council Staff Report

DATE: June 15, 2022

AGENDA ITEM NO: Consent Calendar - 3I

TO: The Honorable Mayor and City Council

FROM: Anthony Antich, Interim Director of Public Works

SUBJECT: 2022 Slurry Seal At Various Locations – Award of Contract

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with Onyx Paving Company Inc. of Anaheim, CA in the contract amount of $848,000 for the 2022 Slurry Seal At Various Locations;
2. Authorizing the Director of Public Works to approve change orders and contingency up to $127,200, or 15% of the contract amount; and
3. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY

On May 4, 2022, the City Council adopted a resolution authorizing the City Engineer to approve plans and specifications for capital improvement projects and authorizing the Public Works Director to solicit bids for Capital Improvement Projects identified in the CIP. The public bid opening for the 2022 Slurry Seal At Various Locations was held on May 26, 2022. Staff has completed its review of bids and recommends that the contract be awarded to Onyx Paving Company, Inc., the lowest responsible bidder, in the amount of $848,000.

BACKGROUND

The project involves the application of an asphalt emulsion slurry type II seal on various residential streets. The project also includes full depth localized asphalt concrete patch and the restoration of the existing traffic striping and pavement markings. The project will cover the area generally bound by Ridge Crest Street, Brightwood Street, as well as Bridercliff Way, Sherbrook Ave, and a portion of Collegian Ave between Floral Drive and Avd Cesar Chavez.

The project is funded by Street Bond Fund 621, budgeted in the 2022-2023 fiscal year Capital Improvement Program.

Two bids were opened on May 26, 2022, by the City Clerk's office.

RANK	BIDDER	BASE BID AMOUNT
1	Onyx Paving Company, Inc	$ 848,000.00
2	All American Asphalt	$ 984,669.80

The bid submitted by Onyx Paving Company, Inc., is the lowest responsive bid from a responsible bidder. Onyx Paving Company, Inc.'s, license was verified with the California State Contractor's License Board to be current, active, and in good standing. Registration with the California Department of Industrial Relations (DIR) was verified. Staff also checked the contractor's references and received positive feedback.

FISCAL IMPACT

Funds for this project have been budgeted in Capital Improvement Project (CIP) No. 96030. There are sufficient funds for the contract amount of $848,000 and a contingency of $127,200 for a total of $975,200.

Respectfully submitted and prepared by:

Anthony Antich
Interim Director of Public Works

Reviewed by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT

1. Onyx Paving Company, Inc. Proposal

ATTACHMENT 1

Onyx Paving Company, Inc Proposal

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: ONYX PAVING COMPANY, INC.

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

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

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

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

BID SCHEDULE

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

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

BID SCHEDULE
2022 SLURRY SEAL AT VARIOUS LOCATIONS

NO.	ITEM DESCRIPTION	QTY.	Unit	Unit Price	Extended Price
1	Construction Quick Set Emulsion Aggregate Slurry Type II (Cationic) with 2 ½ percent Latex Additive. Work limits as shown on Appendix 4. Work includes crack sealing.	809,402	SF	$0.40	$ 323,760.80
2	Full Depth Localized Asphalt Concrete Patch. Work includes remove existing AC pavement section to 5" depth. Construct 5" AC Type C2-PG over existing recompacted subgrade.	80,940	SF	$ 5.55	$449,217.00
3	Remove existing pavement markings and striping including raised pavements markers and install pavement markings & striping including raised pavement markers.	1	LS	$72,022.20	$72,022.20
4	Furnish and Install Construction Project Information Sign	2	EA	$ 1,500	$ 3,000
TOTAL BASE BID AMOUNT IN NUMBERS: 848,000.00					$848,000.00
TOTAL BASE BID AMOUNT IN WORDS: EIGHT HUNDRED FORTY EIGHT THOUSAND DOLLARS AND ZERO CENTS.					

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

DESIGNATION OF SUBCONTRACTORS

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

Subcontractor Information	Work to be Performed	Dollar Amount
Name: Pavement Rehab company Address: Costa Mesa, CA Tel: 714-397-0733	crack seal Item 1 - partial	$ 31,566.68
Name: Roy Allan slurry seal Address: Santa Fe Springs, CA Tel: 562-864-3363	slurry seal Item 1 - partial	$ 154,810.22
Name: superior pavement markings Address: Cypress, CA Tel: 714-995-9100	striping Item 3	$ 39,244
Name: Address: Tel:		$ _____
Name: Address: Tel:		$ _____
Name: Address: Tel:		$ _____
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		**$** _____

REFERENCES PLEASE SEE ATTACHED REFERENCES.

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

Reference 1		
Agency Name _____ Contact Name and Title _____	Project Name and Brief Description PLEASE SEE ATTACHED REFERENCES.	
Tel: _____ E-mail: _____	Contract Value: $_____	Year Completed:_____

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

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

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

SITE INSPECTION

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

Name of Person who inspected the site: COREY R. KIRSCHNER

Date of Inspection: 05/20/2022

ADDENDA ACKNOWLEDGMENT

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

Addendum No. 1 Dated 05/25/2022

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Bidder's Name: ONYX PAVING COMPANY, INC.

Authorized Signature: [signature]

Name and Title: COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

Date: 05/25/2022

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

I am the CEO, PRES, VP, SEC, TREA of ONYX PAVING COMPANY, INC., the party making the foregoing bid.

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

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

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

Bidder's Name: ONYX PAVING COMPANY, INC.

Authorized Signature: [signature]

Name and Title: COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

Date: 05/25/2022

PUBLIC CONTRACT CODE SECTION 10162

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

has never been X **has been** _____ (**indicate YES or NO** after applicable answer)

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

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

N/A

Bidder's Name: ONYX PAVING COMPANY, INC.

Authorized Signature: [signature]

Name and Title: COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

Date: 05/25/2022

PUBLIC CONTRACT CODE SECTION 10232

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

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

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

Bidder's Name: ONYX PAVING COMPANY, INC.

Authorized Signature:

Name and Title: COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

Date: 05/25/2022

PUBLIC CONTRACT CODE SECTION 10285.1

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

has never been X **has been** _____ (**indicate YES or NO** after applicable answer)

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

Bidder's Name: ONYX PAVING COMPANY, INC.

Authorized Signature: _____

Name and Title: COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

Date: 05/25/2022

BIDDER INFORMATION

Bidder's Name: ONYX PAVING COMPANY, INC.

Address: 2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

Form of Legal Entity: CORPORATION

If a Corporation, State of Incorporation: CALIFORNIA

State Contractor's Class and License No.: 630360; A, C-12

Contact Person Information:

Name: COREY R. KIRSCHNER Title: CEO, PRES, VP, SEC, TREA

E-mail: BIDS@ONYXPAVING.NET Tel: 714-632-6699

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

ONYX PAVING COMPANY, INC. - 714-632-6699

2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

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

N/A

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

N/A

Previous contract performance history:

Was any contract terminated previously: N/A

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

Contract/project name and number: N/A

Date of termination: N/A

Reason for termination: N/A

Owner's name: N/A

Owner contact person and tel. no.: N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 25 day of MAY, 2022

BIDDER ONYX PAVING COMPANY, INC.

COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

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

NOTARY PUBLIC _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

×

×

×

×

×

×_____ _____

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

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

State of California
County of ORANGE

ASHLIE BLANCHARD
COMM. #2279550
Notary Public-California
ORANGE COUNTY
My Comm. Expires March 3, 2023
FRS3

Subscribed and sworn to (or affirmed) before me on this 25 day of MAY, 20 22,
Date *Month* *Year*
by
(1) Corey R. Kirschner
(and (2)_____),
Name(s) of Signer(s)

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

Signature Ashlie Blanchard
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5910

PROPOSAL GUARANTEE

BID BOND

Bond No.: TS22-208

KNOW ALL MEN BY THESE PRESENTS that Onyx Paving Company, Inc., as BIDDER, AND Harco National Insurance Company, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of Ten Percent of Amount Bid ($ 10% of Amount Bid) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **2022 SLURRY SEAL AT VARIOUS LOCATIONS SPECIFICATION NO. 2022-005** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 25th day of May, 20 22

SIGNED AND SEALED this 25th day of May, 20 22

Onyx Paving Company, Inc.

PRINCIPAL

Corey R. Kirschner- CEO, Pres.

Harco National Insurance Company

Kerissa Ricciardi, Attorney-in-Fact

SURETY

PRINCIPAL's MAILING ADDRESS:

Onyx Paving Company, Inc.

2890 E La Cresta Ave.

Anaheim, CA 92806

SURETY's MAILING ADDRESS:

Harco National Insurance Company

2400 East Katella Ave., Suite 250

Anaheim, CA 92806

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

ACKNOWLEDGMENT

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

State of California
County of Orange)

On May 25, 2022 before me, Deanne K. Dodge-Krows, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DEANNE K DODGE-KROWS
COMM. # 2318077
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires Jan. 8, 2024

Signature _____ **(Seal)**

POWER OF ATTORNEY

Bond # TS22-208

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KERISSA RICCIARDI, JAMES BALDASSARE, JR., JEREMY PENDERGAST

Santa Ana, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2021

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2021 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 25th, 2022

A02699

Irene Martins, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On May 25, 2022 before me, Ashlie Blanchard, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

ASHLIE BLANCHARD
COMM. #2279550
Notary Public-California
ORANGE COUNTY
My Comm. Expires March 3, 2023
FRS3

Signature Ashlie Blanchard.
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

N/A

PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

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

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of _____ ($ _____) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **2022 SLURRY SEAL AT VARIOUS LOCATIONS SPECIFICATION NO. 2022-005** ("Public Project").

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

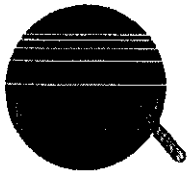
Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

END OF SECTION



REFERENCES

PROJECT NAME: PAVING THE WAY -- PHASE 3

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: 2020 -- 2021

CONSULTING COMPANY: CITY OF MONTEBELLO – 1600 W. BEVERLY BLVD, MONTEBELLO, CA 90640

CONTACT PERSON: JAMES ENRIQUEZ 323-887-1462

ORIGINAL CONTRACT AMOUNT: $1,929,000

FINAL CONTRACT AMOUNT: $3,149,848.10

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ADDITIONAL SCOPES OF WORK

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: PAVEMENT REPAIR PROJECT

PROJECT DESCRIPTION: PAVEMENT REPAIR

APPROXIMATE CONSTRUCTION DATES: JAN 2020

AGENCY: CITY OF CLAREMONT – 207 HARVARD AVE, CLAREMONT, CA 91711

CONTACT PERSON: ENRIQUE VILLALOBOS 909-399-5479

ORIGINAL CONTRACT AMOUNT: $105,000

FINAL CONTRACT AMOUNT: $120,727.40

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 2019-2020 PAVEMENT REHABILITATION

PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION

APPROXIMATE CONSTRUCTION DATES: MAY 2020 - SEPTEMBER 2020

AGENCY: CITY OF ARCADIA – 240 W. HUNTINGTON DR, ARCADIA, CA 91007

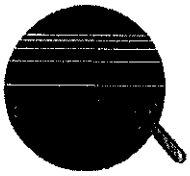
CONTACT PERSON: JAN BALANAY 626-254-2726

ORIGINAL CONTRACT AMOUNT: $2,128,000

FINAL CONTRACT AMOUNT: $ 1,980,917.60

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: AGENCY HAD ADDITIONAL SCOPES IN ORIGINAL BID TO COVER FOR EXTRA WORK.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



PROJECT NAME: DESERT VIEW AVENUE PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: 2019

AGENCY: CITY OF DESERT HOT SPRINGS – 11999 PALM DRIVE, DESERT HOT SPRINGS, CA 92240

CONTACT PERSON: DANIEL PORRAS 760-329-6411

ORIGINAL CONTRACT AMOUNT: $741,330.98

FINAL CONTRACT AMOUNT: $741,330.98

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: N/A

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: TWEEDY LANE STREET IMPROVEMENT PROJECT

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JULY 2020 – AUG 2020

AGENCY: CITY OF DOWNEY – 11111 BROOKSHIRE AVE, DOWNEY, CA 90241

CONTACT PERSON: DESI GUTIERREZ 562-622-3468

ORIGINAL CONTRACT AMOUNT: $308,000

FINAL CONTRACT AMOUNT: $308,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: N/A

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: CHICAGO AVE RECONSTRUCTION PROJECT

PROJECT DESCRIPTION: STREET REHABIILITATION AND RECONSTRUCTION

APPROXIMATE CONSTRUCTION DATES: AUG 2020 – OCT 2020

AGENCY: RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT – 3525 14TH STREET, RIVERSIDE, CA 92507

CONTACT PERSON: MEHRAN SANATI 951-255-2762

ORIGINAL CONTRACT AMOUNT: $ 1,424,000

FINAL CONTRACT AMOUNT: $1,445,396

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ADD'L SCOPES OF WORK BY AGENCY

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 2018/19 ARTERIAL AND MINOR STREETS MAINTENANCE PHASE 1&2

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: AUG 2020 – MARCH 2021

AGENCY: CITY OF RIVERSIDE – 3900 MAIN ST, RIVERSIDE, CA 92501

CONTACT PERSON: STEVEN HOWARD 951-826-5311

ORIGINAL CONTRACT AMOUNT: $5,050,000

FINAL CONTRACT AMOUNT: N/A

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: IN PROGRESS

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: FY 18-19 RESIDENTIAL STREET REHABILITATION

PROJECT DESCRIPTION: VARIOUS STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: 07/18/2019 – 12/11/2019

AGENCY: CITY OF PLACENTIA – 401 E. CHAPMAN AVE, PLACENTIA, CA 92870

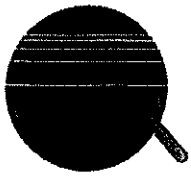
CONTACT PERSON: MASOUD SEPAHI 714-920-7604

ORIGINAL CONTRACT AMOUNT: $606,000

FINAL CONTRACT AMOUNT: $616,241.42

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: C/O DUE TO EXISTING FIELD CONDITIONS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



LARGE PROJECT REFERENCES

PROJECT NAME: RESIDENTIAL STREET IMPROVEMENT PROJECT

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: SEPT 2020 – NOV 2020

CONSULTING COMPANY: CITY OF ANAHEIM – 200 S. ANAHEIM BLVD, ANAHEIM, CA 92805

CONTACT PERSON: KAL LAMBAZ 714-765-6935

ORIGINAL CONTRACT AMOUNT: $1,711,000

FINAL CONTRACT AMOUNT: $1,733,320

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: C/O DUE TO ADDITIONAL SCOPES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: PAVEMENT REHABILITATION FOR VARIOUS LOCAL STREETS – CDBG FISCAL YEAR 19/20

PROJECT DESCRIPTION: CITYWIDE PAVEMENT REHABILITATION

APPROXIMATE CONSTRUCTION DATES: JAN 2020 - MARCH 2020

CONSULTING COMPANY: CITY OF MORENO VALLEY

CONTACT PERSON: QUANG NGUYEN 951-413-3159

ORIGINAL CONTRACT AMOUNT: $1,576,000

FINAL CONTRACT AMOUNT: $1,445,035.72

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: REDUCTION IN QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: FY 2017-18 RESIDENTIAL STREETS REHABILITATION PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET REHABILITATION

APPROXIMATE CONSTRUCTION DATES: MARCH 2020-JUNE 2020

AGENCY: CITY OF WEST COVINA – 1444 W. GARVEY AVE S., WEST COVINA, CA 91790

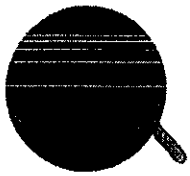
CONTACT PERSON: OKAN DEMIRCI OKAN.DEMIRCI@TRANSTECH.ORG

ORIGINAL CONTRACT AMOUNT: $1,009,000

FINAL CONTRACT AMOUNT: $1,360,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: SCOPES OF WORK CHANGED BY AGENCY

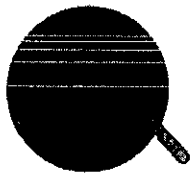
DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



REFERENCES

GENERAL CONTRACTORS:	JOBS PERFORMED:	LOCATION:	AMOUNT:
Fullmer Construction	**Centerpointe**	Moreno Valley	$3,187,914.00
1725 S. Grove Ave.	**Sycamore Bus. Park**	Riverside	$999,708.00
Ontario, CA 91761	**Hillwood Hofer Ranch**	Ontario	$603,600.00
Ph: 909-947-9467	**Interchange A-E**	San Bernardino	$1,288,615.00
Fax: 909-947-2970	**San Michelle Logistics**	Moreno Valley	$670,674.00
Contact: Casey Jones	**Terra Francesco**	Ontario	$524,216.00
KCS West, Inc.	**BP Refinery Maintenance Shop**	Carson	$896,357.00
901 Corporate Ctr, Dr, 3rd flr			
Monterey Park, CA 9174			
Ph: 323-269-0020			
Fx: 323-263-4576			
Contact: Matthew Vawter			
GMC Engineering, Inc.	**Edison**	Romoland	$1,623,480.00
1401 Warner Ave			
Tustin, CA 92780			
Ph: 760-744-133			
Fx: 714-247-1041			
Contact: Gennady			
Lusardi Construction	**FEDEX – Otay Mesa**	San Diego	$1,335,530.00
1570 Linda Vista Dr.	**Team Nissan**	Oxnard	$669,075.00
San Marcos, CA 92064	**Edge at Campus**	El Segundo	$541,385.00
Ph: 760-744-3133	**Carmax**	Oxnard	$606,443.00
Fax: 760-744-9064	**Seabridge**	Oxnard	$329,460.00
Contact Scott Staley			

Haagen Company, LLC 12302 Exposition Blvd Los Angeles, CA 90064 Ph: 310-820-1200 Fx: 310-820-1225 Contact: Chris Fahey	**Empire Polo Club**	Indio	$1,036,745.00
ARCO National Construction Co. 900 N. Rock Hill Rd St. Louis, MO 63119 Ph: 314-963-0715 Fx: 314-963-7114 Contact: Chris Wilson	**Scannell FEDEX**	Burbank	$1,125,958.00
Grant General Contractors 5051 Avenida Encinas Carlsbad, CA 92008 Ph: 760-438-7500 Fx: 760-438-3056 Contact: Pete Burrows	**Whittier Area Community Church**	Whittier	$625,920.00
	Crevier BMW	Santa Ana	$30,600.00



ASPHALT RUBBER HOT MIX REFERENCES:

GENERAL CONTRACTORS:	JOBS PERFORMED:	LOCATION:	AMOUNT:
GMC ENGINEERING, INC. 1401 Warner Ave, Ste B. Tustin, CA 92780 Ph: 714-247-1040 Fx: 714-247-1041 Contact: Gennady Chizik	**Katella Ave. St. Improv** **Various Projects**	Los Alamitos	$120,000.00
R.D OLSON CONSTRUCITON, INC. 2955 Main Street, 3rd Floor Irvine, CA 92614 Ph: 949-474-2001 Fx: 949-474-1534 Contact: Jeremy Dunn	**Lido House Hotel**	Newport Beach	$193,105.00

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT 714-632-6699 OR VIA EMAIL AT ***COREY@ONYXPAVING.NET***

CREDIT REFERENCES

ONYX PAVING COMPANY, INC

2890 E. LA CRESTA AVE

ANAHEIM, CA 92806

PHONE: (714) 632-6699	DATE ESTABLISHED 1/4/90	CORP. TAX ID. # 33-0394344
FAX: (714) 632-1883	TYPE OF WORK - ASPHALT PAVING	CONTRACTORS LIC. # 630360-A

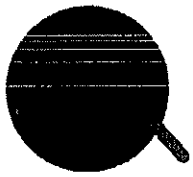
PRESIDENT: COREY R. KIRSCHNER	14029 SPRINGWATER LN. EASTVALE, CA 92880
BANK: BANK OF THE WEST	4501 E. LA PALMA AVENUE, ANAHEIM, CA 92807
	PHONE: (714) 777-9620 BRYAN PLOESSEL
INSURANCE AGENT: WOOD GUTMANN & BOGART	15901 RED HILL AVE., STE. 100, TUSTIN, CA 92780
	PHONE: (714) 824-8384 MICHAEL TRAN
SURETY AGENT:	TURNER SURETY AND INSURANCE BROKERAGE, INC.
	5 HUTTON CENTRE, STE. 730, SANTA ANA, CA 92707
	PHONE: (714) 915-4032 JEREMY PENDERGAST

CREDIT REFERENCES:

MATICH CORP.	P.O. BOX 10, HIGHLAND, CA 92346	(909) 382-7400 **Steve Matich**
ALL AMERICAN	P.O. BOX 2229, CORONA, CA 92878	(951) 736-7600 **Carl**
KELTERITE CORP.	12231 PANGBORN AVE.DOWNEY, CA	(562) 401-0011 **Gladys**
VULCAN MATERIALS CO.	16013 E. FOOTHILL BLVD, IRWINDALE, CA 91702	(858) 530-9414 **Debbie**

GENERAL CONTRACTOR REFERENCES:

FULLMER CONSTRUCTION	1725 S. GROVE AVE., ONTARIO, CA 91761	(909) 947-9467 **Casey Jones**
BYROM-DAVEY, INC.	13220 EVENING CREEK DR. SOUTH #103, SAN DIEGO	(858) 513-7199 **Steve Davey**
PACIFIC CONST. GROUP	17895 SKY PARK CIR., IRVINE, CA 92614	(949) 748-1500 **Mark Bundy**
ERICKSON-HALL CONST. CO.	500 CORPORATE DR., ESCONDIDO, CA 92069	(760) 796-7700 **Justin Sinnott**



RESUME

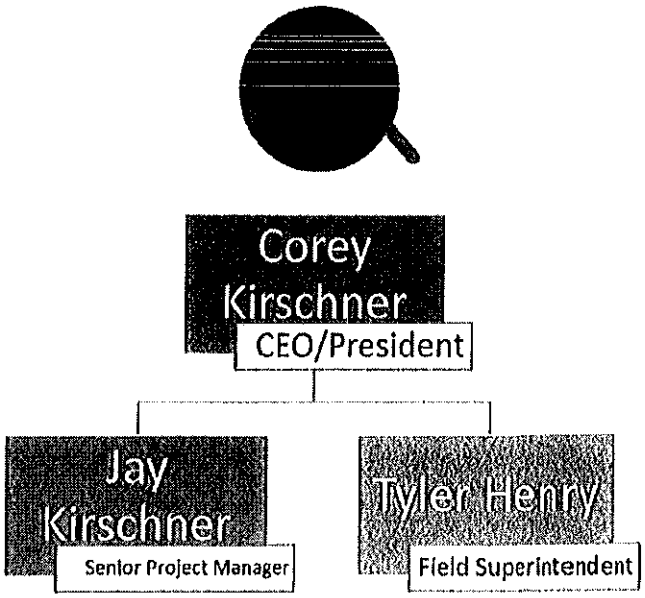
Corey Kirschner has over 20 years of experience both as an estimator and CEO. Corey is an experienced estimator and lead a majority of those years being the Chief Estimator before becoming CEO and President of Onyx Paving Company, Inc. Over the short period of time here at Onyx Paving, Corey has completed over 3,000 paving projects, allowing the company to gross over $50 million dollars in the previous year.

Jay Kirschner, Senior Project Manager, holds a Bachelor's Degree from Chapman University and has 7 years of experience upholding the maintenance supervisor and lead estimator position for Onyx Paving. He leads our team, with the project managers under his direct supervision, in managing our productions and coordinating our field mobilizations for all projects.

Tyler Henry, Field Superintendent, serves as the core of all field related matters. He has over 20 years of paving experience performing jobs that stretches from San Diego County to Ventura County. Tyler has been with Onyx in completing all of our Public Works projects. Overseeing the on-site laborers, cement masons, and operating engineers is one of his many responsibilities.

BACKLOG ALLOCATION:

Corey Kirschner, Jay Kirschner, and Tyler Henry oversee 100% of all current project in attached backlog.



Key Individual Responsibilities:

Corey Kirschner

- Manage overall operations and resources of company
- Decision maker of corporation

Jay Kirschner

- Lead project management team with organization
- Overseeing overall project scheduling, budgeting, and dispatching on all projects
- Main point of communications between company and agencies

Tyler Henry

- Lead and manage on-site labors and operators
- Coordinate daily operations and project production
- Ensuring project quality expectations are met

STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

ONYX PAVING COMPANY INC

License Number 630360

to engage in the business or act in the capacity of a contractor in the following classifications:

A - GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING

Witness my hand and seal this day,

January 4, 2019

Issued October 9, 1991

Mario Richardson, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

AUDIT NO: 555533

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **630360** Entity CORP

Business Name ONYX PAVING COMPANY INC

Classification(s) A C12

Expiration Date 10/31/2023 www.cslb.ca.gov

Contractor Information

Legal Entity Name
ONYX PAVING COMPANY, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000004798
Registration effective date
07/01/19
Registration expiration date
06/30/22
Mailing Address
2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America
Physical Address
2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America
Email Address
anar@onyxpaving.net
Trade Name/DBA
License Number(s)
CSLB:630360

Registration History

Effective Date	Expiration Date
06/25/18	06/30/19
05/08/17	06/30/18
05/25/16	06/30/17
06/10/15	06/30/16
01/06/15	06/30/15
07/01/19	06/30/22

Legal Entity Information

Corporation Entity Number:	630360
Federal Employment Identification Number:	
President Name:	COREY R. KIRSCHNER
Vice President Name:	
Treasurer Name:	
Secretary Name:	
CEO Name:	COREY R. KIRSCHNER

Agency for Service:

Agent of Service Name:	ANA RAYPON
Agent of Service Mailing Address:	2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America

ONYX PAVING COMPANY, INC.
License # 630360 – DIR # 1000004798

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF ONYX PAVING COMPANY, INC. (a California corporation)

October 28, 2020

The undersigned director, constituting the entire board of directors (the "*Board*") of Onyx Paving Company, Inc., a California corporation (the "*Corporation*"), hereby takes the following actions, adopts the following resolutions, and transacts the following business, by written consent without a meeting, as of the date above written, pursuant to Section 307(b) of the General Corporation Law of the State of California and the Corporation's Bylaws:

Approval of Loan Transaction

WHEREAS, Corey Kirschner is currently the Corporation's Chief Executive Officer, and Chief Financial Officer (the "*Officer*") with authority to enter into contracts on behalf of the Corporation.

WHEREAS, the Corporation opportunities from time to time to bid on various governmental and non-governmental projects;

WHEREAS, after careful consideration, the Board has determined that the terms and conditions of the proposed project in the form of the bid attached hereto as Exhibit A (the "*Project*") are just and equitable and fair as to the Corporation and that it is in the best interests of the Corporation and its stockholder to submit the bid and complete the Project subject to the terms agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED, the Board on behalf of the Corporation hereby approves and ratifies the Project in all respects, and hereby authorize and direct the Corporation to negotiate, execute, deliver and perform the terms of all documents, required in connection with the Project, together with such changes thereto as may be approved by the Officer executing the same on behalf of the Corporation (pursuant to the authorization provided herein), such approval of the Officer to be conclusively evidenced by its execution and delivery of same.

RESOLVED FURTHER, that the Officer may execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the financing of the Corporation.

RESOLVED FURTHER, that the Officer is hereby authorized, directed, and empowered to execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the consummation of the Project.

RESOLVED FURTHER, that the Officer, in the name of the Corporation, is hereby authorized, directed, and empowered to negotiate, execute and deliver to the applicable counterparty, any and all documents with respect to the Project and other instruments as may be reasonably requested, and the Officer on behalf of the Corporation is authorized from time to time to execute renewals or extensions or other instruments as may be necessary.

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

The Secretary of the Corporation is directed to file the original executed copy of this Consent with the minutes of proceedings of the Corporation.

[Signature page follows]

ONYX PAVING COMPANY, INC.
License # 630360 – DIR # 1000004798

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent of the Board of Directors as of the date first above written.

Corey Kirschner

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ONYX PAVING COMPANY INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2890 EAST LA CRESTA AVE

Requester's name and address (optional)

6 City, state, and ZIP code
ANAHEIM, CA 92806

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
3 3 - 0 3 9 4 3 4 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ AVA RAMOS Date ▶ 3/22/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/12/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Wood Gutmann & Bogart 15901 Red Hill Ave., Suite 100 Tustin CA 92780 License#: 0679863	CONTACT NAME: Michael Tran PHONE (A/C, No, Ext): 714-824-8384 FAX (A/C, No): 714-573-1770 E-MAIL ADDRESS: mtran@wgbib.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: West American Ins Co — 44393
	INSURER B: Zurich American Insurance Co. — 16535
	INSURER C: AMERICAN ZURICH INS CO — 40142
	INSURER D:
	INSURER E:
	INSURER F:
INSURED Onyx Paving Company, Inc. 2890 E. La Cresta Avenue Anaheim CA 92806-1816	ONYXP-1

COVERAGES — CERTIFICATE NUMBER: 1512732609 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EKW56827044	6/14/2021	6/14/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			BAP1963008802	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC106000802	10/1/2020	10/1/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder(s) is/are named as additional insured per the attached endorsements as required by written contract subject to the terms & conditions of the policy:

GL Additional Insured Form #CG 20 10 04 13 and CG 20 37 04 13
GL Additional Insured State-Permits Form #CG 20 13 04 13
GL Primary and Non-Contributory Form #CG 20 01 04 13
GL Waiver of Subrogation Form #CG 24 04 05 09
GL Per Project Form #CG 25 03 05 09
See Attached...

CERTIFICATE HOLDER

Onyx Paving Company, Inc.
2890 E. La Cresta Ave.
Anaheim CA 92806

CANCELLATION

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

State of California
Secretary of State

S

Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): $25.00.
If this is an amendment, see instructions.
IMPORTANT -- READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G076477

FILED

In the office of the Secretary of State
of the State of California

OCT-01 2018

1. CORPORATE NAME
ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER
C1659076

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.
☐ If there has been no change in any of the information contained in the last Statement of information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
8. SECRETARY COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
9. CHIEF FINANCIAL OFFICER/ COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
COREY KIRSCHNER

	CITY	STATE	ZIP CODE
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
ASPHALT PAVING SERVICES

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

10/01/2018	AFSHIN HAKIM	ATTORNEY	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

State of California
Secretary of State

S

Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): $25.00.
If this is an amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

GB88157

FILED

In the office of the Secretary of State
of the State of California

JAN-03 2020

1. CORPORATE NAME
ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER
C1659076

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

a. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☑ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE		CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY		CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4		CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL | CITY | STATE | ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

01/03/2020	ANA BARBRA RAYPON	OFFICE MANAGER/CONTROLLER	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

SI-200 (REV 01/2013) APPROVED BY SECRETARY OF STATE

City Council Staff Report

DATE: June 15, 2022

AGENDA ITEM NO: Consent Calendar - 3J

TO: The Honorable Mayor and City Council

FROM: Anthony Antich, Interim Director of Public Works

SUBJECT: Preferential Parking District: Vancouver Avenue

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution amending Resolution Nos. 10931, 11634 and 11744 to include Vancouver Avenue from Avenida Cesar Chavez to Dorner Drive among the preferential parking districts; and
2. Take such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed action is exempt from the requirements of the California Environmental Quality Act (Pub. Res. Code §§ 21000, *et seq*.: "CEQA") and CEQA Guidelines (Cal. Code Regs. Title 14, §§ 15000, *et, seq*.) in accordance with CEQA Guidelines § 15305 (Class 5 – Minor Alterations in Land Use Limitations). The project involves a negligible expansion of use; there is only a minor change in the operation of an existing use. The project would not result in significant effects related to traffic, noise, air quality, or water quality and it can be adequately served by all required utilities and public services

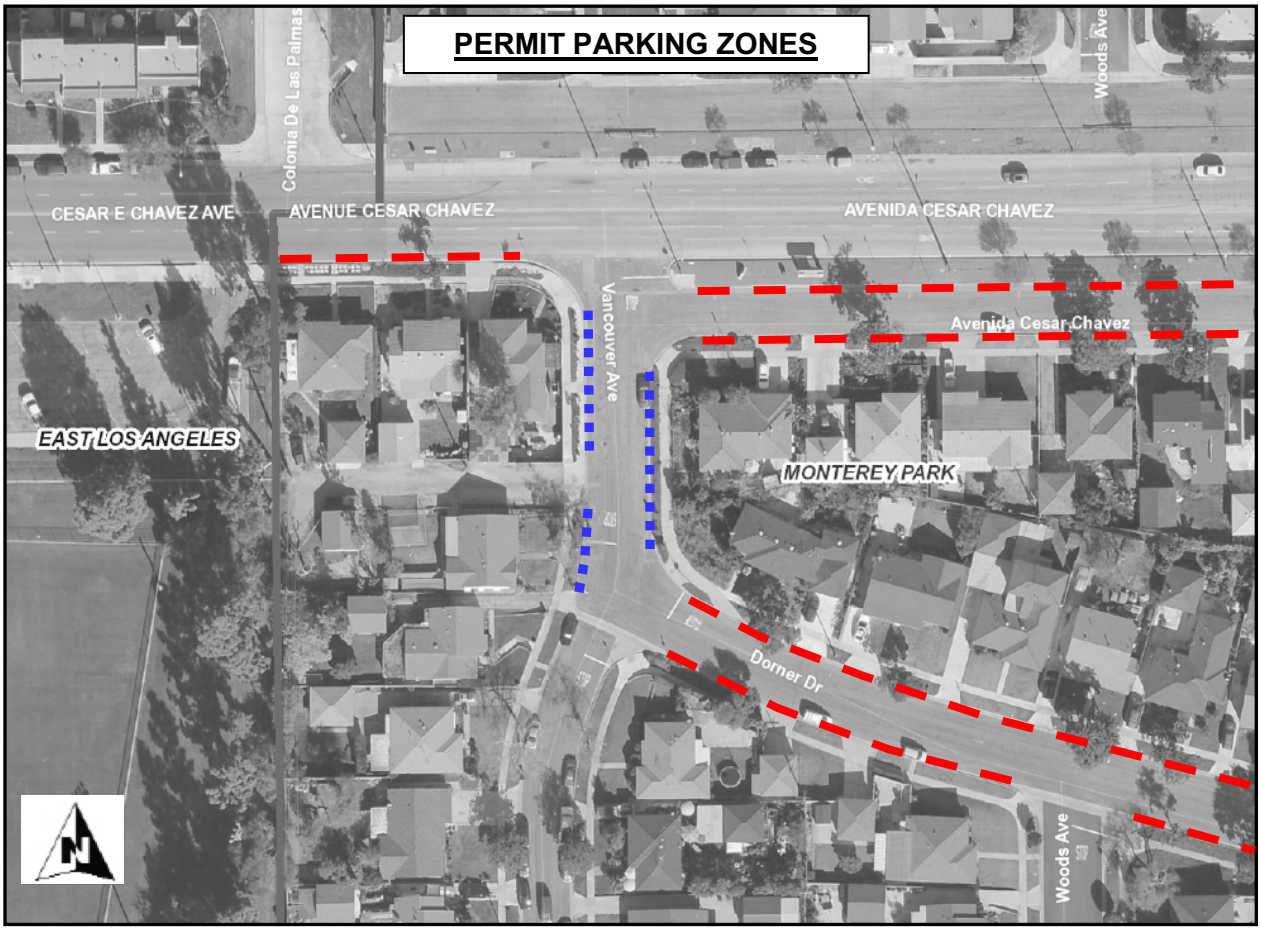
EXECUTIVE SUMMARY

The City's Traffic Commission recommended that the City Council add a new preferential parking district located at Vancouver Avenue, from Avenida Cesar Chavez to Dorner Drive to the City's existing permit parking areas.

BACKGROUND

In November of 2004 the City adopted a policy which provides a process for residents to petition the City to establish a permit parking area, and the criteria for considering residential parking districts. At the time, several parking districts were established and ratified by Resolution No. 10931. Over the next several years, at the request of the residents of those streets, the City established permit parking areas on several neighborhood streets. Resolution No. 10931 establishes such parking districts and Resolution Nos. 11634 and 11744 amend it.

The residents of Vancouver Avenue petitioned the City for the establishment of a preferential parking area due to the excess number of vehicles from outside of the neighborhood, especially students from East Los Angeles College, taking up limited street parking. The signatures collected on the petition represent 75% of the residents in the affected area. This segment of Vancouver is bordered by two adjacent permit parking streets located on Dorner Drive and Avenida Cesar Chavez.



The residents requested restricting parking 24 hours a day, seven days a week along Vancouver Avenue. After reviewing the petition, the Public Works Department prepared a report for the Traffic Commision (Attachment 1) pursuant to Resolution No. 10931 (Section 2(c)(1)). That report was presented to the Traffic Commision for review at its regular meeting of March 17, 2022. Following a public hearing on March 17, 2022 the

Commission voted to recommend that the additional preferenitial parking area be formed.

Staff performed a month long monitoring of Vancouver, from Avenida Cesar Chavez to Dorner Drive, twice daily at random hours both morning and afternoon. Staff logged all parked cars and took photos of the cars and license plates. Staff investigated the license plates and verified that all parked cars identified were not registered in the City of Monterey Park. This monitoring and investigation confirmed the validity of the petition raised by the residents to implement a permit parking district.

To ensure implementation of this preferential parking district, it is recommended that the City Council add a new preferential parking area. If adopted, the draft resolution would add the following district pursuant to Vehicle Code § 22507:

24-hours per day 7 days a week

bb) Vancouver Avenue, Avenida Cesar Chavez to Dorner Drive

No other changes are recommended.

FISCAL IMPACT

Residents living in the parking districts receive up to four (4) free parking permits per property. While there is an initial fiscal impact due to costs incurred by the permit issuance, this will be offset by the potential revenue from violations.

Respectfully submitted by:

Anthony Antich
Interim Public Works Director

Prepared By:

Cesar Vega
Civil Engineering Associate

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS

1. March 17, 2022 Traffic Commission Report per Resolution No. 10931
2. Draft Resolution

ATTACHMENT 1
March 17, 2022 Traffic Commission Staff Report

Traffic Commission Staff Report

DATE: 03-17-2022

AGENDA ITEM NO: 4-A

TO: Traffic Commission

FROM: Cesar Vega, Civil Engineering Associate

SUBJECT: **REQUEST FOR PERMIT PARKING DISTRICT ON VANCOUVER AVENUE FROM AVENIDA CESAR CHAVEZ TO DORNER DRIVE**

PROPOSAL

The Commission is asked to consider a request for residential permit parking district on Vancouver Avenue, from Cesar Chavez Avenue to Dorner Street.

FACTS

1. The Engineering Department received a petition from the residents on Vancouver Avenue requesting the creation of residential permit parking and restricting parking along the street segment, 24 hours a day, seven days a week.

2. The residents state that vehicles from outside of the neighborhood and students from East Los Angeles College will park on the street for the entire day, taking up limited street parking and occasionally leaving trash upon the street.

3. The signatures collected on the petition represent 3 out of a total of 4 residences in the affected area, and meets the required 67% of resident approval in the described limits.

FINDINGS

Staff investigated the proposed permit limits and the surrounding street parking conditions. Non-district resident vehicles and students from East Los Angeles College have been observed parking along the requested segment due to limited campus parking. These vehicles along with the existing residences compete for limited available parking.

A petition from the adjacent property owners was submitted to the City which has signatures from 75% of the properties within the area proposed for designation as a permit parking area. This exceeds the minimum 67% required in order to establish a preferential permit parking district.

ANALYSIS

Vancouver Avenue is considered a local roadway and it is approximately 34' (feet) wide with one travel lane in each direction without a center line. Parking is allowed on both sides of the roadway at all times except on Mondays from noon-4PM due to street sweeping and an existing 20-feet of red curb in front of a fire hydrant. Land use along the studied segment is Single Family Residential (R-1). Designation as a permit parking area may provide practical and convenient parking benefits to the residents and add to their quality of life.

Several of the streets adjacent to Vancouver currently have permit parking restrictions, these include both Dorner Dr and Avd. Cesar Chavez, east and west of the segment under consideration. The remaining portion of Vancouver is not currently included within the adjacent permit parking districts and residents fronting the street may benefit from inclusion to the district. Similar issues with non-district vehicles parking within residential districts were previously noted on neighboring streets such as Avd. Cesar Chavez, Dorner Drive, Woods Avenue and Bleakwood Avenue when approved for permit parking districts.

If approved by the Commission, the proposed parking district on Vancouver Avenue would restrict parking 24 hours a day, seven days a week adjacent to the residential area. If approved, the item will then be forwarded to the City Council for final approval and amendment of Resolution No. 10931 to include proposed district.

PERMIT ISSUANCE

If established, the Police Department shall issue parking permits to the eligible applicants who present proof of residency within the designated permit parking area. Only two permits shall be issued for each residence, in addition, two guest parking permits shall be issued for each residence. A total of (4) permits are issued to each residence at no cost. Additional temporary guest parking permits may also be obtained on an as needed basis by the residents and issued by the Police Department.

RECOMMENDATION

It is recommended the Commission move to approve the proposed residential permit parking on Vancouver Avenue from Avenida Cesar Chavez to Dorner Drive, restricting parking 24 hours a day, seven days a week.

PARKING DISTRICT ADDRESSES

PROPOSED VANCOUVER AVENUE PERMIT PARKING	
Address No.	**Street**
2000	Avenida Cesar Chavez
1960	Avenida Cesar Chavez
2323	Vancouver Avenue
1959	Dorner Drive

VANCOUVER AVENUE – PERMIT PARKING LOCATION

PARKING DISTRICT PETITION

PETITION FOR RESIDENTIAL PERMIT PARKING

We, the undersigned, are residents in the proposed residential permit parking area described in this petition. We understand that, if this area is designated as a residential permit parking area, certain restrictions will be placed upon on-street parking within the designated area. We further state the following:

1. We have read and agree to the attached rules and regulations pertaining to permit parking.

We, the undersigned, hereby request that the City of Monterey Park consider this petition for establishment of the residential permit parking program in the area listed below.

Vancouver (Name of Roadway) Avenida Cesar Chavez (Between) Dorner (And)

PARKING TO BE RESTRICTED: 24 hours a day, seven days a week [X] **OR 7:00 a.m. to 7:00 p.m. Monday –Friday** [ ] **(Check one)**

	Full Legal Name (PRINT)	Signature	Street Number & Street Name (PRINT)	Telephone Number (PRINT)
1	Antonio Nava		2000 Avenida Cesar Chavez	909.730.1893
2	Clara C. Abunto		1960 Ave Cesar Chavez Mont. Pk, CA 91754	323 370-5613
3	Richard F. VASQUEZ		2327 VANCOUVER AVE MPK CA. 91754	323 633 1866
4				
5				

ATTACHMENT 2
Draft Resolution

RESOLUTION NO.

A RESOLUTION AMENDING RESOLUTION NOS. 10931, 11634 AND 11744 REGARDING PREFERENTIAL PARKING AREAS WITHIN THE CITY WHERE PARKING PERMITS MAY BE USED IN ACCORDANCE WITH VEHICLE CODE §22507

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

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

A. This Resolution is adopted in accordance with Vehicle Code § 22507 and Resolution Nos. 10931, 11634 and 11744 which establish certain "preferential parking" areas;

B. This Resolution reviewed by the City's Community Development Department for consistency with the circulation element of the General Plan and Conformity with the Monterey Park Municipal Code ("MPMC");

C. The City reviewed this Resolution's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the "CEQA" Guidelines"), and the City's Environmental Guidelines;

D. On June 15, 2022 the City Council conducted a public meeting to receive public testimony and other evidence regarding, in part, this Resolution including, without limitation, information provided to the Council by the Police Department; and

E. This Resolution, and its findings, are made based upon the evidence presented to the Council at its June 15, 2022 meeting.

SECTION 2: *Findings*. Pursuant to Resolution No. 10931, the City Council makes the following findings:

A. *Regular Interference*. That nonresident vehicles substantially and regularly interfere with the use of the majority of parking spaces within the preferential parking areas defined below. This is primarily attributable to the use of parking spaces by out of district vehicles;

B. *Regular Intervals.* Such interference occurs on a daily basis, particularly during work days;

C. *Noise.* These nonresident vehicles significantly contribute to unreasonable noise; traffic hazards; and environmental pollution; and

D. *Shortage of Parking Spaces.* Residents within these parking areas are unable to reasonably and conveniently utilize parking spaces that are adjacent to their dwelling units.

SECTION 3: Creation of Zone 1 Preferential Parking Area. The City Council establishes the Preferential Parking Areas and amends Section 3 of Resolution No. 11634 by adding the following:

24-hours per day 7 days a week

bb) Vancouver Avenue, Avenida Cesar Chavez to Dorner Drive

SECTION 4: *Parking Restrictions*. Vehicles parking within these areas must comply with the MPMC. The Police Chief, or designee, is authorized to enforce this Resolution.

SECTION 5: *Environmental Assessment*. This Resolution is exempt from the requirements of the California Environmental Quality Act (Pub. Res. Code §§ 21000, *et seq*.: "CEQA") and CEQA Guidelines (Cal. Code Regs. Title 14, §§ 15000, *et seq*.) in accordance with CEQA Guidelines § 15305 (Class 5 – Minor Alterations in Land Use Limitations). The project involves a negligible expansion of use; there is only a minor change in the operation of an existing use. The project would not result in significant effects related to traffic, noise, air quality, or water quality and it can be adequately served by all required utilities and public services.

SECTION 6: *Notification*. The Public Works Director, or designee, is authorized to erect such street signs as are needed to properly notify the general public of the restrictions on parking in the preferential parking zone created through this Resolution.

SECTION 7: *Supersession*. Supersession of previous preferential parking zones does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Resolution's effective date. Any such superseded part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution;

SECTION 8: *Severability*. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provision or application and, to this end, the provisions of this Resolution are severable.

SECTION 9: *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 10: *Recordation*. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 11: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 15th day of June, 2022.

_____
Henry Lo, Mayor

ATTEST:

_____
Vincent D. Chang,
City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger,
City Attorney

City Council Staff Report

DATE: June 15, 2022

AGENDA ITEM NO: Consent Calendar - 3K

TO: The Honorable Mayor and City Council

FROM: Anthony Antich, Director of Public Works

SUBJECT: Local Roadway Safety Plan (LRSP)

RECOMMENDATION:

It is recommended that the City Council consider:

1. Accepting grant funding in the amount of $51,000 from the California Department of Transportation for the Monterey Park Local Roadway Safety Plan (LRSP) Project;
2. Authorizing the City's Management Services Department to appropriate $51,000 in grant funding and $5,667 in matching funds from the General Fund to the FY22-23 budget for this project; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park was awarded $51,000, with a 10% local match requirement, from the California Department of Transportation to develop a Local Roadway Safety Plan (LRSP) for the City. Staff requests the City accept the reimbursable grant funds and authorize the City's Management Services Department to appropriate $56,667 to the City's FY22-23 budget for this project.

BACKGROUND:

The City was awarded $51,000 from the California Department of Transportation (Caltrans) to develop a Local Roadway Safety Plan (LRSP) for the City. The LRSP is a planning document that identifies and analyzes roadway safety problems and concerns and leads to recommendations for potential roadway safety improvements. Such improvements are intended to reduce or eliminate safety issues identified by the plan. The LRSP is a useful tool to address local highway safety needs and is also a requirement to be eligible for future Strategic Highway Safety Plan (SHSP) grant funding.

FISCAL IMPACT:

The City's Local Roadway Safety Plan (LRSP) approved project budget is $56,667, which includes the City's 10% matching requirement. Staff requests approval for the Management Services Department to appropriate $56,667 to the FY22-23 Capital

Improvement Plan (CIP) budget for this project. The 10% local match requirement of $5,667 would be funded by the General Fund.

Respectfully submitted by:

Anthony Antich
Interim Director of Public Works

Prepared by:

Xochitl Tipan
Principal Management Analyst

Reviewed by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. Local Roadway Safety Plan Agreement

ATTACHMENT 1
Local Roadway Safety Plan Agreement

PROGRAM SUPPLEMENT NO. 000000Z81
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 07-5231S21

Adv. Project ID 0722000127

Date: March 15, 2022
Location: 07-LA-0-MONP
Project Number: LRSPL-5231(019)
E.A. Number:
Locode: 5231

This Program Supplement, effective , hereby adopts and incorporates into the Administering Agency-State Agreement No. 07-5231S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: City of Monterey Park

TYPE OF WORK: Develop a Local Roadway Safety Plan **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	STATE	$51,000.00	LOCAL		OTHER
$56,667.00			$5,667.00		$0.00

CITY OF MONTEREY PARK

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

Type text here

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee **Date** 3/15/2022 $51,000.00

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under

SPECIAL COVENANTS OR REMARKS

this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.

2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

   ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

4. This PROJECT is funded with State-Only funding from the Local Roadway Safety Plan (LRSP) Program. ADMINISTERING AGENCY agrees to develop an LRSP under this PROJECT.

   The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).

   This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which the LRSP State funds are allocated. The effective State allocation date establishes the eligibility date for the ADMINISTERING AGENCY to start reimbursable work. Any work performed prior the effective allocation date is not eligible for reimbursement from the LRSP funds.

   ADMINISTERING AGENCY agrees that LRSP funds available for reimbursement will

SPECIAL COVENANTS OR REMARKS

be limited to the amount allocated and encumbered by the STATE consistent with the scope of work in the STATE approved application. Funds encumbered may not be used for a modified scope of work after a project is awarded unless approved by the Statewide LRSP Coordinator prior to performing work.

ADMINISTERING AGENCY agrees to the program delivery and reporting requirements. The study and the LRSP must be completed within thirty-six (36) months of the funding allocation. The Final Report of Expenditure, the final invoice and the LRSP report must be submitted to the DLAE within six (6) months of the report completion.

RESOLUTION NO. 12176

A RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR/CITY ENGINEER, OR DESIGNEE, TO EXECUTE ALL DOCUMENTS AND AGREEMENTS FOR PROJECTS FUNDED THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS).

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

SECTION 1: *Findings.* The City Council finds that the City is eligible to receive Federal and/or State funding for various transportation projects through the State California Department of Transportation (Caltrans).

SECTION 2: *Authorizations*. In accordance with Monterey Park Municipal Code ("MPMC") § 3.90.020 the City Manager or Public Works Director/City Engineer are directed to execute the following documents:

A. All federally required documents in relations to each phase of federally funded work such as: Preliminary Engineering, Preliminary Environmental Studies, Right-of-Way, Construction, and Reimbursement and Closeout.

B. All agreements between the City and the State of California Department of Transportation (Caltrans) for projects funded by State monies.

SECTION 3: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 4: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED this 1st day of July, 2020.

Hans Liang, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney
Asst.

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. 12176 was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 1st day of July 2020, by the following vote:

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

Dated this 1st day of July, 2020.

Vincent D. Chang, City Clerk
Monterey Park, California

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