

CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA¹ ^{1[2]}
WEDNESDAY, SEPTEMBER 26, 2018

5:15 P.M.

MONTEBELLO CITY COUNCIL

JACK HADJINIAN
MAYOR PRO TEM

ART BARAJAS
COUNCILMEMBER

WILLIAM M. MOLINARI
COUNCILMEMBER

VIVIAN ROMERO
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
ASHOD MOORADIAN

CITY STAFF

ACTING CITY MANAGER
Andrew G. Pasmant

CITY ATTORNEY
Arnold M. Alvarez-Glasman

DEPARTMENT HEADS

Assistant City Manager
Fire Chief
Police Chief
Finance Administrator
Interim Director of Planning/Community Development
Director of Recreation and Community Services
Director of Transportation

Danilo Batson
Fernando Pelaez
Brad Keller
Robert Mescher
Manuel Mancha
David Sosnowski
Tom Barrio

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER: Mayor Pro Tem Hadjinian**
- 2. ROLL CALL: City Clerk I. Barajas**

***IN CONSIDERATION OF OTHERS, PLEASE TURN OFF, OR MUTE,
ALL CELL PHONES AND PAGERS.
THANK YOU FOR YOUR COOPERATION.***

¹ *In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official at 323/887-1497. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title III203+)*

^{2[2]} *Please note that the information contained in this agenda is a summary of the staff report prepared for each item. Complete copies of each staff report are available in the Office of the City Clerk.*

3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:**
Members of the public interested in addressing the City Council on Closed Session items must fill out a form provided at the door, and turn it in to the City Clerk prior to the announcement of Closed Session items.

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be aware that in accordance with State Law, the City Council may not take action or entertain extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

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ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
One Matter
5. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: A. Alvarez. City of Montebello
6. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code 54956.8
Property: 1345 North Montebello Boulevard, Montebello
Agency's Negotiator: Acting City Manager Pasmant, City Attorney Alvarez-Glasman
Negotiating Party: Costco
7. **REAL PROPERTY NEGOTIATIONS**
Government Code section 54956.8
Property: Various between N.6th Street to N. 5th Street (APN Nos. 6345-025-911, 912, 913; 6346-025-906, 907, 908, 909, 910, 016)
Agency Negotiation: Acting City Manager Pasmant
Negotiating Parties: Olson Company
Under Negotiation: Price and Terms
8. **CONFERENCE WITH LABOR NEGOTIATOR**
Government Code 54957.6
Agency designated representative: Andrew G. Pasmant, Acting City Manager
Employee organization: Smart TD UTU, Montebello City Employees Association, Unrepresented Employees, Montebello Supervisor's Association, Montebello Mid-Management Association, Montebello Police Officers Association, Montebello Police Management Association, Montebello Firefighters Association, Montebello Fire Management Association

REGULAR SESSION

9. **INVOCATION**

PLEDGE OF ALLEGIANCE

10. PRESENTATION:

a. OATH OF OFFICE – NEW POLICE OFFICER

b. SPECIAL RECOGNITION TO RESIDENT FERNANDO CHAVEZ

- 11. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** Members of the public interested in addressing the City Council on any agenda item or topic must fill out a form provided at the door, and turn it in to the City Clerk prior to the beginning Oral communications. A form does not need to be submitted for public hearing items.

Speakers wishing to address the City Council on an item that is not on the agenda will be called upon in the order that their speaker card was received. Those persons not accommodated during this thirty (30) minute period will have an opportunity to speak under “Oral Communications – Continued” after all scheduled matters have been considered.

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be aware that in accordance with State Law, the City Council may not take action or entertain extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

12. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)

13. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

14. CORRECTIONS TO THE AGENDA – ACTING CITY MANAGER

- 15. APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of any item upon which a member of the public or a member of the City Council has requested to speak. Such approval will also waive the reading of any ordinance.

CONSENT MATTERS

16. URGENCY INTERIM ZONING ORDINANCE ESTABLISHING TEMPORARY STANDARDS FOR ACCESSORY DWELLING UNITS

COMMENT: In efforts to address the State’s shortage of affordable housing, the California Legislature has preempted much of local governments’ regulatory authority over “Accessory Dwelling Units” (“ADU(s)”). Though cities generally have broad discretion in zoning and land use matters, the “ADU Law” (Gov’t Code §§ 65582.1, 65852.2 and 65852.22) renders local ordinances that conflict with its provisions void and unenforceable. Given the Legislature’s most recent amendments to the ADU Law, the City’s existing regulatory scheme is likely invalid.

The Planning Department is in the process of preparing a code amendment to address this issue, but additional time is required to adequately study and process the amendment. Because the City has recently received an influx of inquiries pertaining to ADUs, staff recommends that the City Council adopt the attached urgency ordinance imposing interim standards on new ADUs pending development and adoption of the permanent ordinance. Without this action, any ADU application would be processed under the State’s minimum standards without consideration to or impacts on, among other things, local parking conditions and public safety services.

There is no fiscal impact associated with this action.

RECOMMENDATION: It is recommended that the City Council adopt the following Ordinance: an Ordinance of The City Council of The City of Montebello, California, adopting an Interim Urgency Ordinance relating to accessory dwelling units pursuant to Government Code Section 65858.

17. APPROVAL OF A CONTRACT WITH NEW FLYER OF AMERICA INC., FOR THE PURCHASE OF ONE (1) 40' LOW FLOOR COMPRESSED NATURAL GAS (CNG) POWERED FORTY-FOOT TRANSIT BUS AND OPTIONAL EQUIPMENT IN AN AMOUNT NOT-TO-EXCEED \$992,506.

COMMENT: Approval of a contract for the purchase of one (1) CNG 40' low floor bus and optional equipment from New Flyer of America, Inc. in an amount not-to-exceed \$992,506.

The purchase of one (1) new CNG powered forty-foot (40') bus will allow Montebello Bus Lines to continue with its fleet improvements to ensure quality, reliable transportation to the City's residents and surrounding communities. Since Montebello already operates similar equipment, the proposed procurement will add to reducing the operational cost as the bus is new and replacement parts are similar to the City's current fleet.

Purchase of the CNG replacement bus will be fully funded with FTA Grant Number CA-90-Z085. These funds were approved in the Transportation Departments FY 2018-19 Capital Budget. The project is identified in the Los Angeles Metropolitan Transportation Authority (Metro) 2018 Federal Transportation Improvement Program (FTIP) as project number LAOG907.

RECOMMENDATION: It is recommended that the City Council take the following actions: (1) Approve a contract with New Flyer of America, Incorporated for the acquisition of one (1) new CNG powered forty-foot (40') low floor bus and optional equipment in an amount not-to-exceed \$992,506; and (2) Authorize the Director of Transportation to approve change orders up to two percent of the contract amount.

18. MAXIMO CONFIGURATION AND CUSTOMIZATION - REQUEST FOR PROPOSAL NO.18-30

COMMENT: The City Council will consider authorizing the Mayor to execute a Contract Agreement in the amount of \$362,000 with AQUITAS Solutions for Request for Proposal (RFP) No. 18-30 for MAXIMO Configuration and Customization for the City's Transportation Department and authorize the Mayor to execute the Contract Agreement on behalf of the City.

Approved funding for this item will have no adverse impact on the General Fund.

RECOMMENDATION: That the City Council award a contract to AQUITAS Solutions for consulting services regarding the software MAXIMO Configuration and Customization for the Montebello Bus Lines (MBL), as recommended by the Director of Transportation, and authorize the Mayor to execute the Agreement of behalf of the City.

19. AWARD A LEASE AGREEMENT FOR A BACKHOE LOADER TO JCB OF SOUTHERN CALIFORNIA (RFQ 19-7)

COMMENT: The City Council will consider awarding a lease agreement to JCB of Southern California for a backhoe loader in the amount of \$19,680.36 per year for a period of five (5) years; and authorizing the Acting City Manager to negotiate and execute the Agreement on behalf of the City.

The proposed leased is for five (5) years at an annual amount of \$19,680.36 at a 2.14% financial rate. Funding for the proposed lease agreement has been budgeted in the Public Works Department Maintenance & Operations Budget.

RECOMMENDATION: That the City Council award a lease agreement to JCB of Southern California for a backhoe loader in the annual lease amount of \$19,680.36 and authorize the Acting City Manager to negotiate and execute the Lease Agreement on behalf of the City.

20. APPROVAL OF A RADIO SUBSCRIBER AGREEMENT WITH THE CITY OF DOWNEY

COMMENT: That the City Council will consider approving an Interoperable Radio System Subscriber Agreement between the City of Montebello and the City of Downey, and to authorize the Acting City Manager to execute this agreement.

The overall fiscal impact will be a positive net gain to the City of Montebello. A revenue account has been created by the Finance Department, and all revenues will be deposited to the said account, to maintain proper tracking.

As stated previously, the annual net revenue generation from the Interoperable Radio System Subscriber Agreement is expected to be \$108,360.00, in year one, and continue to \$124,872.00, in year ten of the agreement.

RECOMMENDATION: That the City Council approves an Interoperable Radio System Subscriber Agreement between the City of Montebello and the City of Downey, and to authorize the Acting City Manager to execute this agreement.

21. AQMD FUND APPROPRIATION

COMMENT: The City Council will consider authorization for the allocation of \$500,000 for the current fiscal year of AQMD Funds for the purchase of Alternative Fuel Vehicles.

There is a positive impact on the General Fund by allowing for the purchase of Alternative Fuel Vehicles through the AQMD's AB 2766 Subvention Fund for vehicles that may have otherwise been purchased or leased by the General Fund. Additionally, the replacement of aging vehicles with new, warrantied vehicles will save in maintenance and repair costs that would have been charged to the General Fund.

RECOMMENDATION: That the City Council authorize the allocation of \$500,000 of the City's AQMD Fund Balance for the purchase of qualifying vehicles through the AB 2766 Subvention Program for Fiscal Year 2018/2019.

22. APPROVE A RESOLUTION REJECTING ALL BIDS AS RECEIVED AND AUTHORIZING STAFF TO REISSUE THE RFP 19-1 FOR CITYWIDE LANDSCAPE MAINTENANCE

COMMENT: The City Council will consider approval of a resolution rejecting all bids as received and authorize staff to rebid the Citywide Landscape Maintenance RFP #19-1.

RECOMMENDATION: That the City Council approves a resolution rejecting all bids as received and authorize staff to rebid the Citywide Landscape Maintenance RFP #19-1.

23. CITY WARRANTS AUTHORIZED SIGNATURES

COMMENT: The City Council will consider updating the City's resolution related to authorized signatories on City Warrants, Checks, and Bank Accounts.

There is no impact to the City's General Funds associated with these actions.

RECOMMENDATION: Approve and adopt the Resolution related to authorized signatories for City Warrants, Checks, and Bank Accounts.

24. HOLIDAY RESOLUTION

RECOMMENDED ACTION: Move to approve and adopt said resolution.

25. MONTHLY INVESTMENT REPORT – AUGUST 2018

RECOMMENDED ACTION: Move to approve and file said report.

26. CLAIMS AGAINST THE CITY

RECOMMENDED ACTION: Move to **DENY** the following claims: A. Haro in the amount of \$2,550.00; S. Guzman in the amount of \$2,500.00; and, V. Flores in the amount of \$10,500.00+.

27. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 12, 2018

RECOMMENDED ACTION: Adopt the proposed resolution approving the Warrant Register dated September 12, 2018.

COUNCIL ORALS

28. COUNCILMEMBER MOLINARI

None.

29. COUNCILMEMBER BARAJAS

None.

30. COUNCILMEMBER ROMERO

- a. Update on recent meeting with the county and city staff on Taylor Ranch, San Gabriel Mission and landscape medians project.
- b. Ratification of certain contracts.

31. MAYOR PRO TEM HADJINIAN

None.

ADJOURNMENT

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

BY: Manuel Mancha, Director of Community Development and Planning

SUBJECT: URGENCY INTERIM ZONING ORDINANCE ESTABLISHING
TEMPORARY STANDARDS FOR ACCESSORY DWELLING UNITS

DATE: September 26, 2018

RECOMMENDATION

It is recommended that the City Council adopt the following Ordinance: an Ordinance of The City Council of The City of Montebello, California, adopting an Interim Urgency Ordinance relating to accessory dwelling units pursuant to Government Code Section 65858.

BACKGROUND

In efforts to address the State's shortage of affordable housing, the California Legislature has preempted much of local governments' regulatory authority over "Accessory Dwelling Units" ("ADU(s)"). Though cities generally have broad discretion in zoning and land use matters, the "ADU Law" (Gov't Code §§ 65582.1, 65852.2 and 65852.22) renders local ordinances that conflict with its provisions void and unenforceable. Given the Legislature's most recent amendments to the ADU Law, the City's existing regulatory scheme is likely invalid.

The Planning Department is in the process of preparing a code amendment to address this issue, but additional time is required to adequately study and process the amendment. Because the City has recently received an influx of inquiries pertaining to ADUs, staff recommends that the City Council adopt the attached urgency ordinance imposing interim standards on new ADUs pending development and adoption of the permanent ordinance. Without this action, any ADU application would be processed under the State's minimum standards without consideration to or impacts on, among other things, local parking conditions and public safety services.

DISCUSSION

A. State Preemption of Local Regulations Concerning Accessory Dwelling Units

Over the past several years, California's Legislature has attempted to address the State's shortage of affordable housing by, in part, preempting the authority of cities and counties to regulate ADUs. ADUs are an attached or detached residential dwelling unit that provides complete independent

living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation, on the same parcel as the primary residence.

Of specific concern to the Legislature were local ordinances that “impliedly” prohibited ADUs through strict development standards such as lot coverage, setbacks, or off-street parking requirements.

The most recent amendments to California’s ADU Law became effective January 1, 2018. In short, local governments are now severely limited in the regulations that may be imposed on new ADUs and absent a local ordinance that complies with State standards, the minimum regulations of the ADU Law control.

Among other things, the ADU Law now requires any local ordinance regulating ADUs to comply with, among other things, the following standards:

- ADUs must be allowed in all residential zones, except for those areas designated by the City as inconsistent with ADUs based on criteria such as the adequacy of water service and sewer services, or the impact on traffic flow and public safety;
- An ADU must be ministerially approved by the City on lots in qualifying areas that are improved with a single-family residence, or a single-family residence will be constructed simultaneously with the ADU;
- ADUs may be attached to or located within the living area of the proposed or existing single-family dwelling, or detached from the primary dwelling and located on the same lot as the proposed or existing primary dwelling;
- ADUs may be subject to density requirements for the lot upon which it is located;
- For *attached* ADUs, the maximum floor space may not exceed the lesser of fifty percent (50%) of the living area in the single-family residence or 1,200 square feet;
- For detached ADUs, the maximum floor space may not exceed 1,200 square feet;
- ADUs that are “efficiency units” must be allowed, provided they are constructed in compliance with local building standards;
- No passageway may be required in conjunction with the construction of an ADU;
- No setback may be required for an existing garage that is converted to an ADU or a portion of an ADU, and a setback of no more than 5 feet from the side and rear lot lines shall be required for an ADU that is constructed above a garage; and
- ADUs shall not be required to provide fire sprinklers if they are not required for the primary residence.

In addition to the foregoing, cities must allow ADUs to be rented separately from the primary residence, but ADUs are prohibited from being sold separately from the primary residence. Cities may require an applicant for an ADU to be an "owner-occupant" of the subject property and may require that the ADU be used for rental terms longer than thirty (30) days.

With respect to parking, cities may (but are not required to) reduce or eliminate parking requirements for ADUs, but they cannot impose more stringent parking requirements than permitted under the ADU Law. In general, cities may not require more than one (1) parking space per unit or bedroom of the ADU, whichever is less. Further, local agencies must allow these parking requirements to be satisfied as “tandem” or driveway parking, or in setback areas in locations determined by the local agency; unless the agency makes a specific finding that setback

area or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

If an existing parking garage, carport or covered parking structure is demolished in conjunction with the construction of an ADU, cities must allow replacement spaces to be located in any configuration on the same lot through, among other means, covered spaces, uncovered spaces, tandem spaces, or through use of mechanical automobile parking lifts.

B. The City's Current Regulation of ADUs

The Montebello Municipal Code ("MMC") currently regulates Accessory Dwelling Unit or "Second Dwelling Unit in Title 17 (Zoning Code). Because the applicable ordinance was last amended in 2004, they are inconsistent with the current ADU Law in several respects. As a result, the City's regulations are likely void, meaning ADU applications received by the City must currently be processed under the State's minimum standards.

C. Current Environmental and Physical Conditions in the City

Over the past several months, the Planning Department and City Attorney's Office have been evaluating the recent amendments to the ADU Law, the inconsistent provisions of the City's existing code, and the foreseeable impact of new ADUs on the community.

Staff has also commenced a review of the environmental and related physical characteristics of the City. Montebello is a unique city; it is a developed urban community with a population of 63,000 residents. Parks and other open spaces are sparse and scattered throughout the community.

The streets in the older area of the City's residential zones are uncommonly narrow; most residential areas are two-way streets with only a single and un-stripped lane moving in each direction. When vehicles are parked on the shoulder of both sides of the street, there is typically only room for one vehicle to pass in each direction at a time. Large vehicles such as service and delivery trucks or fire apparatus have a particularly difficult time navigating these residential areas.

Adding to this condition is the high concentration of on-street parking in residential areas. Given the high density of the community, it is common for each residence to be associated with several vehicles. Much of the City's residential areas include parcels of unique sizes and shapes. Many of the parcels are extremely narrow, resulting in a shorter driveway and less-street frontage to serve as parking for the home.

Parking conditions have long been a concern for the City, so much so that it has been forced to stay many parking enforcement measures. For example, on street sweeping days, residents often park on their front lawns to avoid being ticketed for parking on the street. These issues pose long-term development issues for the City and create current concerns about the health, safety, and general welfare of the public.

D. Proposed Action: Urgency Interim Ordinance Imposing Temporary Standards on ADUs

The Planning Department has significant concerns that the establishment of new ADUs in the City, without due consideration of these aforementioned facts and circumstances, would create immediate and long-term negative impacts on the community. Among other foreseeable impacts,

new ADUs are likely to, among other things: (1) increase on-street parking on crowded narrow streets in the residentially zoned areas; (2) increase burdens on public safety services for first responders due to accessibility on narrow streets; and (3) further reduce the amount of yard and open space in the City.

While the City appreciates and respects the housing shortage in California, the City has a significant interest in ensuring that the development of new ADUs does not negatively impact the quality of life or health and safety of its residents. To that end, Planning Staff is currently studying the impacts to on- and off-street parking, health and safety issues, and infrastructure created by new ADUs. Through this process, staff has identified the preliminary concerns noted above and has significant concerns that ADUs will exacerbate these issues.

To ensure that adequate safeguards are established, the Planning Department requires additional time to study these issues, and processing a formal code amendment will take time; particularly considering the impact to residential neighborhoods that have narrow streets and the public hearings required to be held by the Planning Commission and City Council. During this process, an enforceable local ordinance addressing ADUs would not be in place, meaning ADU applications will be processed under the State's minimum standards.

To avoid this result, staff recommends that the City Council adopt an urgency interim zoning ordinance pursuant to Government Code Section 65858. This section authorizes the City Council to adopt an interim zoning ordinance as an urgency measure to prohibit any land uses that may conflict with a zoning amendment the City is currently studying or intends to study within a reasonable time. To do so, the City Council must find that: (1) there is a current and immediate threat to the public health, safety, or welfare; (2) and that the approval of additional permits for the use would result in that threat to public health, safety, or welfare.

In the opinion of staff, conditions justifying an urgency ordinance under Section 65858 are present here: (1) the City has received an influx of inquiries related to ADUs; (2) new ADUs pose a current and immediate threat to public health, safety, and welfare in light of the environmental and physical characteristics of the older residential neighborhood (as described above); and (3) allowing new ADUs to be established without appropriate standards and safeguards would exacerbate existing infrastructure.

If the City Council adopts the proposed Ordinance attached, it will remain effective for 45 days. The City Council will then have the option to extend its term, after holding a public hearing, for an additional ten (10) months and fifteen (15) days; and finally, if necessary, for another year thereafter.

The proposed ordinance includes various standards and development conditions that are consistent with the ADU Law, with the most notable restriction being a prohibition on a new ADU being constructed on any lot that has a street width of less than 40 feet. The development of ADUs on these narrow streets is a concern given their characteristics: overcrowding of vehicles parking in the street due to short driveways, lots that are located on narrower streets resulting in a need for greater on-street parking associated with the ADUs. The addition of an ADU on these lots, meaning the addition of another occupant and vehicle, would increase the severity of on-street parking issues in the City, thereby hindering the free flow of traffic by vehicles, pedestrians, and public safety personnel on residential streets.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ATTACHMENTS

Urgency Ordinance
ADU Memo

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, ADOPTING AN INTERIM
URGENCY ORDINANCE RELATING TO ACCESSORY
DWELLING UNITS PURSUANT TO GOVERNMENT
CODE SECTION 65858**

WHEREAS, the City of Montebello ("City") is a California general law city, constitutionally vested with the power to make and enforce local laws and ordinances necessary to protect the general health, safety, and welfare of its residents, including comprehensive zoning and land use regulations, to the extent such regulations are not preempted by the State's general laws;

WHEREAS, the City's Zoning Code (Title 17 of the Montebello Municipal Code) divides the City into separate zoning districts, and provides land use and development regulations for each of the districts, including regulations pertaining to accessory dwelling units, efficiency units, and second dwelling units, each as defined in the Zoning Code (hereafter the "City's ADU Regulations");

WHEREAS, effective January 1, 2017, Assembly Bill 2299 ("AB 2299") and Senate Bill 1069 ("SB 1069") amended Government Code Section 65852.2 to limit the standards cities may impose on Accessory Dwelling Units ("ADUs"), as ADU's are defined therein, and require city ordinances to incorporate State-mandated standards for certain types of ADUs;

WHEREAS, as amended, Government Code Section 65852.2 allows the City to designate areas where new ADUs may be permitted, and to establish objective standards related to parking, height, setback, lot coverage, landscaping, and architectural review, which must be applied ministerially to applications for ADUs except where a property owner is seeking an exception to the adopted standards;

WHEREAS, in the absence of a State-compliant ordinance enacted after January 1, 2017, the City's ADU Regulations may be considered null and void pursuant to Government Code Section 65852.2(a)(4), and the City would then be required to approve any application for a new ADU that meets minimal State criteria, regardless of negative impacts to surrounding properties and the community;

WHEREAS, the City of Montebello is currently studying the potential land use, public services, parking, traffic, and infrastructure impacts of allowing new ADUs to be built, converted, or approved in various residential zoning districts of the City, and the City has identified certain areas of concern that possess, among others, the following characteristics: lots of varied sizes, lengths, widths, and shapes, and a high concentration of extremely narrow lots with minimal areas for off-street parking; variations in lot coverage and density within residential zones; extremely narrow public streets and alleyways that, when vehicles are parked on the shoulder, obstruct the free-flow of traffic, pedestrians, and public safety personnel; an extreme shortage of on-street parking in residential areas, particularly areas proximately located to commercial centers, churches, parks, and schools, and areas marked by narrow streets and lot widths; and other neighborhood characteristics that may be inconsistent with the development and operation of new ADUs;

WHEREAS, though staff is currently studying, drafting, and revising proposed permanent regulations for ADUs, staff requires more time to adequately investigate and analyze such matters as the City's ADU Regulations, the State's new ADU regulations, technical analyses of development standards and development review processes concerning ADUs, building safety and fire standards, proportional impact fees, location limitations, as well as recent ordinances adopted by other similarly situated California cities to assess "best practice" standards that may be relevant and applicable in the City;

WHEREAS, following such study and analysis, staff will bring a proposed permanent ordinance concerning ADUs for consideration and public hearings before the Planning Commission and the City Council;

WHEREAS, over the past several weeks, Staff has received various inquiries from businesses and residents seeking to install ADUs in various areas throughout the City, the frequency of such inquiries and applications are increasing, and any such applications submitted to the City will be processed before the new permanent regulations become effective;

WHEREAS, the establishment of new ADUs in the City before the City's permanent regulations are adopted will create confusion and ambiguity regarding the applicability of the City's current Zoning Code to such applications, at least to the extent such are compliant with the new State legislation, resulting in potentially inconsistent and unfair results for City residents;

WHEREAS, unless the City adopts this interim urgency ordinance imposing temporary standards on ADUs, and imposing a temporary moratorium on all ADUs that do not comply with such standards, the City would be required to either approve new ADUs in locations and under standards that may have severe negative impacts on the community, or alternatively adopt permanent standards for the entire City without the benefit of an inquiry and study on the appropriate locations and standards for ADUs in the City;

WHEREAS, the establishment of these new ADUs in certain particularly problematic areas of the City described above has the potential to conflict with the City's permanent ADU regulations, which will be adopted in compliance with Government Code Section 65852.2 after further study of the appropriate standards and locations for ADUs in the City; and

WHEREAS, the City Council had duly considered staff reports, presentations, and public comments presented in connection with this matter, and all legal prerequisites to the adoption of this Ordinance have been satisfied.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES ORDIAN AS FOLLOWS:

SECTION. 1. FINDINGS

A. Based upon staff reports, presentations, public comments, and all other materials presented during its consideration of this item, the City Council finds and declares that the foregoing recitals are true and correct, and incorporates said recitals as substantive findings into this Ordinance, and further, based upon the foregoing materials, makes the additional findings set forth below.

B. The City is currently studying, and intends to adopt in the near future, permanent regulations concerning ADUs. The Planning Commission, the City Council, and the people of Montebello require a reasonable, limited, yet sufficient period of time to establish permanent regulations for new ADUs. Given the time required to schedule and conduct duly noticed public hearings before the Planning Commission and the City Council, the City Council finds that this Ordinance is necessary to prevent the establishment of new ADUs with a reasonable potential to conflict with the City's permanent regulations and with a reasonable potential to threaten the orderly development of the City and the health, safety, and general welfare of its residents.

C. City staff requires time to study, revise, and draft proposed permanent ADU regulations, which both the Planning Commission and City Council must consider after receiving input from the public at public meetings. Failure to adopt this moratorium would impair the orderly and effective implementation of contemplated amendments to the Zoning Code.

D. The City's study and investigation into this matter shall include, without limitation: the City's existing ADU regulations and the State's new ADU regulations; existing conditions in residential zones; the foreseeable impact on ADUs on parking conditions, public safety services, density, and lot standards; technical analyses of development standards and development review processes to address ADU building placement, life and fire safety; proportional impact fees; location limitations; as well as recent ordinances adopted by other similarly situated California cities to assess "best practice" standards that may be relevant and applicable in Montebello.

E. Without complying with the procedures otherwise applicable to the adoption of a zoning code amendment, California Government Code Section 65858 authorizes the City Council to adopt an interim zoning ordinance prohibiting any land uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City Council, Planning Commission, or Planning Department is considering or studying or intends to study within a reasonable time, if the City Council finds that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use which is required in order to comply with a zoning ordinance would result in that threat to public health, safety, or welfare.

F. In accordance with Government Code Section 65858, the City Council finds and declares that: (1) the facts, findings and determinations set forth in the recitals and this Ordinance are true and correct; (2) there exists a current and immediate threat to the public health, safety, and welfare requiring this Ordinance; and (3) this Ordinance establishing a temporary moratorium with interim regulations for accessory dwelling units is necessary for the immediate preservation of the public peace, health, and safety of the community.

SECTION 2. IMPOSITION OF MORATORIUM AND INTERIM REGULATIONS.

A. Intent and Purpose. The intent and purpose of this Ordinance is to establish and set forth minimum property development regulations, conditions and requirements for "accessory dwelling units" in the City, in accordance with the requirements set forth in California Government Code Section 65582.1, 65852.2, 65852.22, as the same may be amended from time to time.

B. Effective Date and Term. This Ordinance is an interim urgency ordinance for the immediate preservation of the public peace, health and safety, within the meaning of Government

Code Sections 65858 and 36937(b), and therefore shall be effective immediately upon its adoption. This Ordinance shall expire, and its standards and requirements shall terminate, 45 days from its adoption unless further extended by the City Council at a regularly noticed public hearing, pursuant to California Government Code Section 65858.

C. Ordinance Controlling. Notwithstanding any other ordinance or provision of the Montebello Municipal Code, Zoning Code, General Plan, or any Specific Plan, no application for a building permit or other land use entitlement shall be accepted for processing or approved for a new ADU unless it satisfies all the requirements of this Ordinance. This Ordinance shall supersede and control over all inconsistent or conflicting provisions of the Montebello Municipal Code, Zoning Code, General Plan, or any Specific Plan.

D. Definitions. For purposes of this Ordinance, the term “accessory dwelling unit” or “ADU” shall mean an attached or a detached dwelling unit which provides complete independent living facilities for one or more persons and includes permanent provisions for living, sleeping, cooking, and sanitation on the same parcel as a current or proposed single-family dwelling is situated or proposed to be situated. The term ADU includes an “Efficiency Unit” as defined in Section 17958.1 of the Health & Safety Code section, and a manufactured home, as defined in Section 18007 of the Health & Safety Code.

E. Accessory Dwelling Unit Regulations. The City shall not approve an application for a new ADU unless the ADU satisfies all of the requirements of this Ordinance. An application for a new ADU that satisfies the requirements of this Ordinance shall be approved by the Community Development Director following a ministerial review for compliance with this Ordinance. All persons owning an ADU or a property upon which an ADU is located shall, at all times, comply the requirements set forth herein.

- 1) Location Restrictions.
 - a. An ADU must be located on the same lot as an existing single-family dwelling, or upon the same lot as a single family dwelling that is constructed prior to or concurrently with the ADU.
 - b. ADUs are only permitted in the following residential zoning districts of the City: R-A – Residential Agricultural Zone; R-1 – Single-Family Residential Zone; R-2 – Two-Family Residential Zone; R-3 – Multiple-Family Residential Zone; or R-4 – High-Density Residential Zone.
 - c. The ADU shall be the only ADU located, or proposed to be located, on the subject lot.
 - d. No ADU shall be located on a parcel that is less than 7,500 square feet in area.
 - e. Notwithstanding any provision within this Ordinance to the contrary, no ADU shall be converted from an existing garage if such garage is located on a parcel that is located on a street with a street width of less than forty (40) feet, as measured by a straight line from one curb face to the other curb face. In the

absence of curbs, the street width is measured from the edges of the roadbed for purposes of this subsection.

2) Property Development Regulations.

- a. An ADU shall include complete independent living facilities for one or more persons, permanent provisions for living, sleeping, eating, cooking, and sanitation, and a kitchen and bathroom.
- b. If attached to a primary residence, the ADU shall comply with all of the height, setback, and separation requirements of the applicable zone in which the primary residence and ADU are located.
- c. If detached from the primary residence, the ADU shall comply with all of the following height, setback, and separation requirements, as applicable:
 - i. Minimum side and rear setbacks as required by the underlying zoning district.
 - ii. Maximum building height as prescribed by the underlying zoning district, and a maximum of two (2) stories, if the ADU is not located within the rear setback area, or if the ADU is constructed above an existing garage.
 - iii. Maximum building height of 14 feet and one (1) story if the ADU is located within the rear yard setback area, unless it is constructed above an existing garage.
 - iv. Minimum 8-foot separation between the ADU and the primary residence or other accessory building.
- d. Notwithstanding subsections (b) and (c) above, the following setback exceptions apply where applicable:
 - i. For an ADU that is constructed above a garage, the minimum setback from all property lines is five (5) feet.
 - ii. For an ADU that is converted from an existing garage, no additional setbacks shall be required beyond those a required by the local building and fire codes.
- e. Conversion of a non-habitable accessory structure/garage or other living space to an ADU shall meet all building codes for residential occupancy.
- f. Both the single-family dwelling and the ADU on the same lot shall, at all times, be equipped with functioning hardwired smoke detectors with battery backup.
- g. The combined total lot coverage for both the primary residence and ADU

shall not exceed the maximum lot coverage applicable to the lot and primary residence.

- h. An ADU shall have no second-story outdoor balcony or patio.
- i. An ADU's color and materials shall match the primary residence.
- j. The total floor space area of an ADU, whether attached to or detached from the single-family residence, shall not exceed the lesser of 1,200 square feet, or 50% of primary residence's living area.
- k. A minimum of one (1) off-street parking space shall be provided for each bedroom of the ADU or studio ADU, in addition to the parking required for the primary residence. The parking spaces must satisfy all of the following:
 - i. Required yards and open space may not be used for parking.
 - ii. The ADU's parking space may be tandem, covered, or uncovered, but must be paved.
 - iii. The dimensions of all parking spaces or driveways shall comply with the requirements set forth in Montebello Municipal Code Title 17.
 - iv. If an existing garage or other parking is converted to or displaced for an ADU, the conversion or displacement shall not eliminate any off-street parking that is required for the primary residence.
 - v. If a garage, carport, or covered parking structure is demolished in conjunction with construction of the ADU, the off-street parking spaces lost as a result of the demolition shall be replaced on-site. The replacement parking spaces may be covered spaces, uncovered spaces, tandem spaces, or spaces created by mechanical automobile parking lifts.
 - vi. All uncovered parking spaces shall be maintained free and clear of vegetation, trash and debris.
- l. Notwithstanding subsection (k) above, no additional parking spaces shall be required for an ADU that satisfies any of the following:
 - i. The ADU is located within one-half mile of public transit;
 - ii. The ADU is located within an architecturally and historically significant historic district;
 - iii. The ADU is part of the existing primary residence or an existing accessory structure;
 - iv. The ADU is located in an area where on-street parking permits are required

but not offered to the ADU occupant; or

- v. The ADU is located within one block of a car share vehicle.
- m. The property owner of the subject lot shall record a declaration of covenants and restrictions placing the below restrictions on the lot. Said declaration shall be recorded on the lot prior to final building approval of the ADU. The covenant shall be binding on the property and all owners, lenders, lien holders, occupants and all other persons having an interest or estate in the property, now or in the future. The covenant shall be recorded in the Registrar-Recorder's Office of Los Angeles County. A copy of the covenant shall be filed with the City's Planning Department and shall include all conditions in a form approved by the City Attorney.
 - i. The property owner must be an owner-occupant on the lot;
 - ii. The ADU may be rented only for terms longer than 30 days; and
 - iii. The ADU may not be sold or conveyed separately from the primary single-family residence; and
- n. The property owner and all successors in interest shall maintain the ADU and the property in accordance with all applicable ADU requirements and standards.
- o. The property owner shall install a new or separate utility connection between the ADU and the utility, and pay all applicable connection fees or capacity charges, except if the ADU is specifically exempted under Government Code Section 65852.2(e) and (f).
- p. If an automatic sprinkler system is required for the primary residence, the ADU must also provide an automatic sprinkler system.
- q. If the property abuts an alley, parking and services must be accessed through the alley.
- r. Any conflicts between the requirements of this Ordinance, and the California Building Code and/or California Residential Code, shall be resolved in favor of whichever Code imposes the greater requirement; subject to compliance with California Government Code Section 65582.1, 65852.2 and 65852.22.

3) Operating / Use Regulations

- a. The property owner must reside in the single-family dwelling unit or the accessory dwelling unit on the lot. If, thereafter, the owner occupies neither unit, the accessory unit shall automatically become a non-habitable space, shall not be used as a dwelling and shall not be rented.

- b. An accessory dwelling unit shall be used only for residential purposes and no business, enterprise or occupation shall be conducted, permitted or allowed within the accessory dwelling unit, except as otherwise permitted in this Code.
- c. No ADU shall be rented, leased, or otherwise sublet for a period of less than thirty (30) days.
- d. The property owner shall pay all sewer, water, school district, and other applicable fees, including development impact fees, associated with an ADU.

F. Impacts to Neighborhoods. In addition to the standards and regulations set forth in this Ordinance, no accessory dwelling unit shall be permitted in any area of the City identified by resolution of the Planning Commission and/or City Council as being significantly impacted by insufficient capacity for sewers, traffic circulation, parking, public utilities or similar infrastructure needs.

G. Penalties / Violations. Any application that fails to demonstrate compliance with this Ordinance shall be denied. Any person owing an ADU or the lot upon which an ADU is located that fails to comply with the terms of this Ordinance shall be subject to revocation of the certificate of occupancy for the ADU, and the penalty provisions of Chapter 1 of this Code.

SECTION 3. CEQA COMPLIANCE. The City Council hereby finds that this interim zoning ordinance implements the provisions of Government Code Section 65582.1, 65852.2 and 65852.22 respectively and is therefore exempt from the California Environmental Quality Act pursuant to Public Resource Code Section 21080.17 and California Code of Regulations, Title 14, Chapter 3, Section 152829(h).

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted as prescribed by law. This Ordinance shall take effect immediately upon its adoption and shall go into effect immediately.

PASSED, APPROVED AND ADOPTED this 26th day of September 2018.

Jack Hadjinian Mayor Pro-Tem

APPROVED AS TO FORM:

ATTEST:

Arnold M. Alvarez-Glasman
City Attorney

Irma Barajas
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No. _____ was introduced on _____, 2018, and duly adopted by the City Council of the City of Montebello at their regular meeting on _____, 2018, and carried by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on this ____ day of _____ 2018.

Irma Barajas, City Clerk



Courtesy of Karen Chapple, UC Berkeley

California Department of Housing and Community Development
Where Foundations Begin

Accessory Dwelling Unit Memorandum

December 2016



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Understanding Accessory Dwelling Units and Their Importance



Courtesy of Karen Chapple, UC Berkeley

California's housing production is not keeping pace with demand. In the last decade less than half of the needed housing was built. This lack of housing is impacting affordability with average housing costs in California exceeding the rest of the nation. As affordability becomes more problematic, people drive longer distances between a home that is affordable and where they work, or double up to share space, both of which reduces quality of life and produces negative environmental impacts.

Beyond traditional market-rate construction and government subsidized production and preservation there are alternative housing models and emerging trends that can contribute to addressing home supply and affordability in California.

One such example gaining popularity are Accessory Dwelling Units (ADUs) (also referred to as second units, in-law units, or granny flats).

What is an ADU

An ADU is a secondary dwelling unit with complete independent living facilities for one or more persons and generally takes three forms:

- *Detached*: The unit is separated from the primary structure
- *Attached*: The unit is attached to the primary structure
- *Repurposed Existing Space*: Space (e.g., master bedroom) within the primary residence is converted into an independent living unit
- *Junior Accessory Dwelling Units*: Similar to repurposed space with various streamlining measures

ADUs offer benefits that address common development barriers such as affordability and environmental quality. ADUs are an affordable type of home to construct in California because they do not require paying for land, major new infrastructure, structured parking, or elevators. ADUs are built with cost-effective one- or two-story wood frame construction, which is significantly less costly than homes in new multifamily infill buildings. ADUs can provide as much living space as the new apartments and condominiums being built in new infill buildings and serve very well for couples, small families, friends, young people, and seniors.

ADUs are a different form of housing that can help California meet its diverse housing needs. Young professionals and students desire to live in areas close to jobs, amenities, and schools. The problem with high-opportunity areas is that space is limited. There is a shortage of affordable units and the units that are available can be out of reach for many people. To address the needs of individuals or small families seeking living quarters in high opportunity areas, homeowners can construct an ADU on their lot or convert an underutilized part of their home like a garage

into a junior ADU. This flexibility benefits not just people renting the space, but the homeowner as well, who can receive an extra monthly rent income.

ADUs give homeowners the flexibility to share independent living areas with family members and others, allowing seniors to age in place as they require more care and helping extended families to be near one another while maintaining privacy.

Relaxed regulations and the cost to build an ADU make it a very feasible affordable housing option. A UC Berkeley study noted that one unit of affordable housing in the Bay Area costs about \$500,000 to develop whereas an ADU can range anywhere up to \$200,000 on the expensive end in high housing cost areas.

ADUs are a critical form of infill-development that can be affordable and offer important housing choices within existing neighborhoods. ADUs are a powerful type of housing unit because they allow for different uses, and serve different populations ranging from students and young professionals to young families, people with disabilities and senior citizens. By design, ADUs are more affordable and can provide additional income to homeowners. Local governments can encourage the development of ADUs and improve access to jobs, education and services for many Californians.

Summary of Recent Changes to ADU Laws



Courtesy of Karen Chapple, UC Berkeley

The California legislature found and declared that, among other things, allowing accessory dwelling units (ADUs) in single family and multifamily zones provides additional rental housing and are an essential component in addressing housing needs in California. Over the years, ADU law has been revised to improve its effectiveness such as recent changes in 2003 to require ministerial approval. In 2017, changes to ADU laws will further reduce barriers, better streamline approval and expand capacity to accommodate the development of ADUs.

ADUs are a unique opportunity to address a variety of housing needs and provide affordable housing options for family members, friends, students, the elderly, in-home health care providers, the disabled, and others. Further, ADUs offer an opportunity to maximize and integrate housing choices within existing neighborhoods.

Within this context, the Department has prepared this guidance to assist local governments in encouraging the development of ADUs. Please see Attachment 1 for the complete statutory changes. The following is a brief summary of the changes for each bill.

SB 1069 (Wieckowski)

S.B. 1069 (Chapter 720, Statutes of 2016) made several changes to address barriers to the development of ADUs and expanded capacity for their development. The following is a brief summary of provisions that go into effect January 1, 2017.

Parking

SB 1069 reduces parking requirements to one space per bedroom or unit. The legislation authorizes off street parking to be tandem or in setback areas unless specific findings such as fire and life safety conditions are made. SB 1069 also prohibits parking requirements if the ADU meets any of the following:

- Is within a half mile from public transit.
- Is within an architecturally and historically significant historic district.
- Is part of an existing primary residence or an existing accessory structure.
- Is in an area where on-street parking permits are required, but not offered to the occupant of the ADU.
- Is located within one block of a car share area.

Fees

SB 1069 provides that ADUs shall not be considered new residential uses for the purpose of calculating utility connection fees or capacity charges, including water and sewer service. The bill prohibits a local agency from requiring an ADU applicant to install a new or separate utility connection or impose a related connection fee or capacity charge for ADUs that are contained within an existing residence or accessory structure. For attached and detached ADUs, this fee or charge must be proportionate to the burden of the unit on the water or sewer system and may not exceed the reasonable cost of providing the service.

Fire Requirements

SB 1069 provides that fire sprinklers shall not be required in an accessory unit if they are not required in the primary residence.

ADUs within Existing Space

Local governments must ministerially approve an application to create within a single family residential zone one ADU per single family lot if the unit is:

- contained within an existing residence or accessory structure.
- has independent exterior access from the existing residence.
- has side and rear setbacks that are sufficient for fire safety.

These provisions apply within all single family residential zones and ADUs within existing space must be allowed in all of these zones. No additional parking or other development standards can be applied except for building code requirements.

No Total Prohibition

SB 1069 prohibits a local government from adopting an ordinance that precludes ADUs.

AB 2299 (Bloom)

Generally, AB 2299 (Chapter 735, Statutes of 2016) requires a local government (beginning January 1, 2017) to ministerially approve ADUs if the unit complies with certain parking requirements, the maximum allowable size of an attached ADU, and setback requirements, as follows:

- The unit is not intended for sale separate from the primary residence and may be rented.
- The lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.
- The unit is either attached to an existing dwelling or located within the living area of the existing dwelling or detached and on the same lot.
- The increased floor area of the unit does not exceed 50% of the existing living area, with a maximum increase in floor area of 1,200 square feet.
- The total area of floorspace for a detached accessory dwelling unit does not exceed 1,200 square feet.
- No passageway can be required.
- No setback can be required from an existing garage that is converted to an ADU.

- Compliance with local building code requirements.
- Approval by the local health officer where private sewage disposal system is being used.

Impact on Existing Accessory Dwelling Unit Ordinances

AB 2299 provides that any existing ADU ordinance that does not meet the bill's requirements is null and void upon the date the bill becomes effective. In such cases, a jurisdiction must approve accessory dwelling units based on Government Code Section 65852.2 until the jurisdiction adopts a compliant ordinance.

AB 2406 (Thurmond)

AB 2406 (Chapter 755, Statutes of 2016) creates more flexibility for housing options by authorizing local governments to permit junior accessory dwelling units (JADU) through an ordinance. The bill defines JADUs to be a unit that cannot exceed 500 square feet and must be completely contained within the space of an existing residential structure. In addition, the bill requires specified components for a local JADU ordinance. Adoption of a JADU ordinance is optional.

Required Components

The ordinance authorized by AB 2406 must include the following requirements:

- Limit to one JADU per residential lot zoned for single-family residences with a single-family residence already built on the lot.
- The single-family residence in which the JADU is created or JADU must be occupied by the owner of the residence.
- The owner must record a deed restriction stating that the JADU cannot be sold separately from the single-family residence and restricting the JADU to the size limitations and other requirements of the JADU ordinance.
- The JADU must be located entirely within the existing structure of the single-family residence and JADU have its own separate entrance.
- The JADU must include an efficiency kitchen which includes a sink, cooking appliance, counter surface, and storage cabinets that meet minimum building code standards. No gas or 220V circuits are allowed.
- The JADU may share a bath with the primary residence or have its own bath.

Prohibited Components

This bill prohibits a local JADU ordinance from requiring:

- Additional parking as a condition to grant a permit.
- Applying additional water, sewer and power connection fees. No connections are needed as these utilities have already been accounted for in the original permit for the home.

Fire Safety Requirements

AB 2406 clarifies that a JADU is to be considered part of the single-family residence for the purposes of fire and life protections ordinances and regulations, such as sprinklers and smoke detectors. The bill also requires life and protection ordinances that affect single-family residences to be applied uniformly to all single-family residences, regardless of the presence of a JADU.

JADUs and the RHNA

As part of the housing element portion of their general plan, local governments are required to identify sites with appropriate zoning that will accommodate projected housing needs in their regional housing need allocation (RHNA) and report on their progress pursuant to Government Code Section 65400. To credit a JADU toward the RHNA, HCD and the Department of Finance (DOF) utilize the census definition of a housing unit which is fairly flexible. Local government count units as part of reporting to DOF. JADUs meet these definitions and this bill would allow cities and counties to earn credit toward meeting their RHNA allocations by permitting residents to create less costly accessory units. See additional discussion under JADU frequently asked questions.

Frequently Asked Questions: Accessory Dwelling Units

Should an Ordinance Encourage the Development of ADUs?

Yes, ADU law and recent changes intend to address barriers, streamline approval and expand potential capacity for ADUs recognizing their unique importance in addressing California's housing needs. The preparation, adoption, amendment and implementation of local ADU ordinances must be carried out consistent with Government Code Section 65852.150:

(a) The Legislature finds and declares all of the following:

(1) Accessory dwelling units are a valuable form of housing in California.

(2) Accessory dwelling units provide housing for family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods.

(3) Homeowners who create accessory dwelling units benefit from added income, and an increased sense of security.

(4) Allowing accessory dwelling units in single-family or multifamily residential zones provides additional rental housing stock in California.

(5) California faces a severe housing crisis.

(6) The state is falling far short of meeting current and future housing demand with serious consequences for the state's economy, our ability to build green infill consistent with state greenhouse gas reduction goals, and the well-being of our citizens, particularly lower and middle-income earners.

(7) Accessory dwelling units offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character.

(8) Accessory dwelling units are, therefore, an essential component of California's housing supply.

(b) It is the intent of the Legislature that an accessory dwelling unit ordinance adopted by a local agency has the effect of providing for the creation of accessory dwelling units and that provisions in this ordinance relating to matters including unit size, parking, fees, and other requirements, are not so arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create accessory dwelling units in zones in which they are authorized by local ordinance.

Are Existing Ordinances Null and Void?



Courtesy of Karen Chapple, UC Berkeley

Yes, any local ordinance adopted prior to January 1, 2017 that is not in compliance with the changes to ADU law will be null and void. Until an ordinance is adopted, local governments must apply “state standards” (See Attachment 4 for State Standards checklist). In the absence of a local ordinance complying with ADU law, local review must be limited to “state standards” and cannot include additional requirements such as those in an existing ordinance.

Are Local Governments Required to Adopt an Ordinance?

No, a local government is **not required** to adopt an ordinance. ADUs built within a jurisdiction that lacks a local ordinance must comply with state standards (See Attachment 4). Adopting an ordinance can occur through different forms such as a new ordinance, amendment to an existing ordinance, separate section or special regulations within the zoning code or integrated into the zoning code by district. However, the ordinance should be established legislatively through a public process and meeting and not through internal administrative actions such as memos or zoning interpretations.

Can a Local Government Preclude ADUs?

No local government cannot preclude ADUs.

Can a Local Government Apply Development Standards and Designate Areas?

Yes, local governments may apply development standards and may designate where ADUs are permitted (GC Sections 65852.2(a)(1)(A) and (B)). However, ADUs within existing structures must be allowed in all single family residential zones.

For ADUs that require an addition or a new accessory structure, development standards such as parking, height, lot coverage, lot size and maximum unit size can be established with certain limitations. ADUs can be avoided or allowed through an ancillary and separate discretionary process in areas with health and safety risks such as high fire hazard areas. However, standards and allowable areas must not be designed or applied in a manner that burdens the development of ADUs and should maximize the potential for ADU development. Designating areas where ADUs are allowed should be approached primarily on health and safety issues including water, sewer, traffic flow and public safety. Utilizing approaches such as restrictive overlays, limiting ADUs to larger lot sizes, burdensome lot coverage and setbacks and particularly concentration or distance requirements (e.g., no less than 500 feet between ADUs) may unreasonably restrict the ability of the homeowners to create ADUs, contrary to the intent of the Legislature.

Requiring large minimum lot sizes and not allowing smaller lot sizes for ADUs can severely restrict their potential development. For example, large minimum lot sizes for ADUs may constrict capacity throughout most of the community. Minimum lot sizes cannot be applied to ADUs within existing structures and could be considered relative to health and safety concerns such as areas on septic systems. While larger lot sizes might be targeted for various reasons such as ease of compatibility, many tools are available (e.g., maximum unit size, maximum lot coverage, minimum setbacks, architectural and landscape requirements) that allows ADUs to fit well within the built environment.

Can a Local Government Adopt Less Restrictive Requirements?

Yes, ADU law is a minimum requirement and its purpose is to encourage the development of ADUs. Local governments can take a variety of actions beyond the statute that promote ADUs such as reductions in fees, less restrictive parking or unit sizes or amending general plan policies.

Santa Cruz has confronted a shortage of housing for many years, considering its growth in population from incoming students at UC Santa Cruz and its proximity to Silicon Valley. The city promoted the development of ADUs as critical infill-housing opportunity through various strategies such as creating a manual to promote ADUs. The manual showcases prototypes of ADUs and outlines city zoning laws and requirements to make it more convenient for homeowners to get information. The City found that homeowners will take time to develop an ADU only if information is easy to find, the process is simple, and there is sufficient guidance on what options they have in regards to design and planning.

The city set the minimum lot size requirement at 4,500 sq. ft. to develop an ADU in order to encourage more homes to build an ADU. This allowed for a majority of single-family homes in Santa Cruz to develop an ADU. For more information, see <http://www.cityofsantacruz.com/departments/planning-and-community-development/programs/accessory-dwelling-unit-development-program>.

Can Local Governments Establish Minimum and Maximum Unit Sizes?

Yes, a local government may establish minimum and maximum unit sizes (GC Section 65852.2(c)). However, like all development standards (e.g., height, lot coverage, lot size), unit sizes should not burden the development of ADUs. For example, setting a minimum unit size that substantially increases costs or a maximum unit size that unreasonably restricts opportunities would be inconsistent with the intent of the statute. Typical maximum unit sizes range from 800 square feet to 1,200 square feet. Minimum unit size must at least allow for an efficiency unit as defined in Health and Safety Code Section 17958.1.

ADU law requires local government approval if meeting various requirements (GC Section 65852.2(a)(1)(D)), including unit size requirements. Specifically, attached ADUs shall not exceed 50 percent of the existing living area or 1,200 square feet and detached ADUs shall not exceed 1,200 square feet. A local government may choose a maximum unit size less than 1,200 square feet as long as the requirement is not burdensome on the creation of ADUs.

Can ADUs Exceed General Plan and Zoning Densities?

An ADU is an accessory use for the purposes of calculating allowable density under the general plan and zoning. For example, if a zoning district allows one unit per 7,500 square feet, then an ADU would not be counted as an additional unit. Minimum lot sizes must not be doubled (e.g., 15,000 square feet) to account for an ADU. Further, local governments could elect to allow more than one ADU on a lot.

New developments can increase the total number of affordable units in their project plans by integrating ADUs. Aside from increasing the total number of affordable units, integrating ADUs also promotes housing choices within a development. One such example is the Cannery project in Davis, CA. The Cannery project includes 547 residential units with up to 60 integrated ADUs. ADUs within the Cannery blend in with surrounding architecture, maintaining compatibility with neighborhoods and enhancing community character. ADUs are constructed at the same time as the primary single-family unit to ensure the affordable rental unit is available in the housing supply concurrent with the availability of market rate housing.

How Are Fees Charged to ADUs?

All impact fees, including water, sewer, park and traffic fees must be charged in accordance with the Fee Mitigation Act, which requires fees to be proportional to the actual impact (e.g., significantly less than a single family home).

Fees on ADUs, must proportionately account for impact on services based on the size of the ADU or number of plumbing fixtures. For example, a 700 square foot new ADU with one bathroom that results in less landscaping should be charged much less than a 2,000 square foot home with three bathrooms and an entirely new landscaped parcel which must be irrigated. Fees for ADUs should be significantly less and should account for a lesser impact such as lower sewer or traffic impacts.

What Utility Fee Requirements Apply to ADUs?

Cities and counties cannot consider ADUs as new residential uses when calculating connection fees and capacity charges.

Where ADUs are being created within an existing structure (primary or accessory), the city or county cannot require a new or separate utility connections for the ADU and cannot charge any connection fee or capacity charge.

For other ADUs, a local agency may require separate utility connections between the primary dwelling and the ADU, but any connection fee or capacity charge must be proportionate to the impact of the ADU based on either its size or the number of plumbing fixtures.

What Utility Fee Requirements Apply to Non-City and County Service Districts?

All local agencies must charge impact fees in accordance with the Mitigation Fee Act (commencing with Government Code Section 66000), including in particular Section 66013, which requires the connection fees and capacity charges to be proportionate to the burden posed by the ADU. Special districts and non-city and county service districts must account for the lesser impact related to an ADU and should base fees on unit size or number of plumbing fixtures. Providers should consider a proportionate or sliding scale fee structures that address the smaller size and lesser impact of ADUs (e.g., fees per square foot or fees per fixture). Fee waivers or deferrals could be considered to better promote the development of ADUs.

Do Utility Fee Requirements Apply to ADUs within Existing Space?

No, where ADUs are being created within an existing structure (primary or accessory), new or separate utility connections and fees (connection and capacity) must not be required.

Does “Public Transit” Include within One-half Mile of a Bus Stop and Train Station?

Yes, “public transit” may include a bus stop, train station and paratransit if appropriate for the applicant. “Public transit” includes areas where transit is available and can be considered regardless of tighter headways (e.g., 15 minute intervals). Local governments could consider a broader definition of “public transit” such as distance to a bus route.

Can Parking Be Required Where a Car Share Is Available?

No, ADU law does not allow parking to be required when there is a car share located within a block of the ADU. A car share location includes a designated pick up and drop off location. Local governments can measure a block from a pick up and drop off location and can decide to adopt broader distance requirements such as two to three blocks.

Is Off Street Parking Permitted in Setback Areas or through Tandem Parking?

Yes, ADU law deliberately reduces parking requirements. Local governments may make specific findings that tandem parking and parking in setbacks are infeasible based on specific site, regional topographical or fire and life safety conditions or that tandem parking or parking in setbacks is not permitted anywhere else in the jurisdiction. However, these determinations should be applied in a manner that does not unnecessarily restrict the creation of ADUs.

Local governments must provide reasonable accommodation to persons with disabilities to promote equal access housing and comply with fair housing laws and housing element law. The reasonable accommodation procedure must provide exception to zoning and land use regulations which includes an ADU ordinance. Potential exceptions are not limited and may include development standards such as setbacks and parking requirements and permitted uses that further the housing opportunities of individuals with disabilities.

Is Covered Parking Required?

No, off street parking must be permitted through tandem parking on an existing driveway, unless specific findings are made.

Is Replacement Parking Required When the Parking Area for the Primary Structure Is Used for an ADU?

Yes, but only if the local government requires off-street parking to be replaced in which case flexible arrangements such as tandem, including existing driveways and uncovered parking are allowed. Local governments have an opportunity to be flexible and promote ADUs that are being created on existing parking space and can consider not requiring replacement parking.

Are Setbacks Required When an Existing Garage Is Converted to an ADU?

No, setbacks must not be required when a garage is converted or when existing space (e.g., game room or office) above a garage is converted. Rear and side yard setbacks of no more than five feet are required when new space is added above a garage for an ADU. In this case, the setbacks only apply to the added space above the garage, not the existing garage and the ADU can be constructed wholly or partly above the garage, including extending beyond the garage walls.

Also, when a garage, carport or covered parking structure is demolished or where the parking area ceases to exist so an ADU can be created, the replacement parking must be allowed in any “configuration” on the lot, “...including,

but not limited to, covered spaces, uncovered spaces, or tandem spaces, or....” Configuration can be applied in a flexible manner to not burden the creation of ADUs. For example, spatial configurations like tandem on existing driveways in setback areas or not requiring excessive distances from the street would be appropriate.

Are ADUs Permitted in Existing Residence or Accessory Space?

Yes, ADUs located in single family residential zones and existing space of a single family residence or accessory structure must be approved regardless of zoning standards (Section 65852.2(a)(1)(B)) for ADUs, including locational requirements (Section 65852.2(a)(1)(A)), subject to usual non-appealable ministerial building permit requirements. For example, ADUs in existing space does not necessitate a zoning clearance and must not be limited to certain zones or areas or subject to height, lot size, lot coverage, unit size, architectural review, landscape or parking requirements. Simply, where a single family residence or accessory structure exists in any single family residential zone, so can an ADU. The purpose is to streamline and expand potential for ADUs where impact is minimal and the existing footprint is not being increased.

Zoning requirements are not a basis for denying a ministerial building permit for an ADU, including non-conforming lots or structures. The phrase, “..within the existing space” includes areas within a primary home or within an attached or detached accessory structure such as a garage, a carriage house, a pool house, a rear yard studio and similar enclosed structures.

Are Owner Occupants Required?

No, however, a local government can require an applicant to be an owner occupant. The owner may reside in the primary or accessory structure. Local governments can also require the ADU to not be used for short term rentals (terms lesser than 30 days). Both owner occupant use and prohibition on short term rentals can be required on the same property. Local agencies which impose this requirement should require recordation of a deed restriction regarding owner occupancy to comply with GC Section 27281.5

Are Fire Sprinklers Required for ADUs?

Depends, ADUs shall not be required to provide fire sprinklers if they are not or were not required of the primary residence. However, sprinklers can be required for an ADU if required in the primary structure. For example, if the primary residence has sprinklers as a result of an existing ordinance, then sprinklers could be required in the ADU. Alternative methods for fire protection could be provided.

If the ADU is detached from the main structure or new space above a detached garage, applicants can be encouraged to contact the local fire jurisdiction for information regarding fire sprinklers. Since ADUs are a unique opportunity to address a variety of housing needs and provide affordable housing options for family members, students, the elderly, in-home health care providers, the disabled, and others, the fire departments want to ensure the safety of these populations as well as the safety of those living in the primary structure. Fire Departments can help educate property owners on the benefits of sprinklers, potential resources and how they can be installed cost effectively. For example, insurance rates are typically 5 to 10 percent lower where the unit is sprinklered. Finally, other methods exist to provide additional fire protection. Some options may include additional exits, emergency escape and rescue openings, 1 hour or greater fire-rated assemblies, roofing materials and setbacks from property lines or other structures.

Is Manufactured Housing Permitted as an ADU?

Yes, an ADU is any residential dwelling unit with independent facilities and permanent provisions for living, sleeping, eating, cooking and sanitation. An ADU includes an efficiency unit (Health and Safety Code Section 17958.1) and a manufactured home (Health and Safety Code Section 18007).

Health and Safety Code Section 18007(a) “**Manufactured home,**” for the purposes of this part, means a structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. “Manufactured home” includes any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C., Sec. 5401, and following).

Can an Efficiency Unit Be Smaller than 220 Square Feet?

Yes, an efficiency unit for occupancy by no more than two persons, by statute (Health and Safety Code Section 17958.1), can have a minimum floor area of 150 square feet and can also have partial kitchen or bathroom facilities, as specified by ordinance or can have the same meaning specified in the Uniform Building Code, referenced in the Title 24 of the California Code of Regulations.

The 2015 International Residential Code adopted by reference into the 2016 California Residential Code (CRC) allows residential dwelling units to be built considerably smaller than an Efficiency Dwelling Unit (EDU). Prior to this code change an EDU was required to have a minimum floor area not less than 220 sq. ft unless modified by local ordinance in accordance with the California Health and Safety Code which could allow an EDU to be built no less than 150 sq. ft. For more information, see HCD’s Information Bulletin at <http://www.hcd.ca.gov/codes/manufactured-housing/docs/ib2016-06.pdf> .

Does ADU Law Apply to Charter Cities and Counties?

Yes. ADU law explicitly applies to “local agencies” which are defined as a city, county, or city and county whether general law or chartered (Section 65852.2(i)(2)).

Do ADUs Count toward the Regional Housing Need Allocation?

Yes, local governments may report ADUs as progress toward Regional Housing Need Allocation pursuant to Government Code Section 65400 based on the actual or anticipated affordability. See below frequently asked questions for JADUs for additional discussion.

Must ADU Ordinances Be Submitted to the Department of Housing and Community Development?

Yes, ADU ordinances must be submitted to the State Department of Housing and Community Development within 60 days after adoption, including amendments to existing ordinances. However, upon submittal, the ordinance is not subject to a Department review and findings process similar to housing element law (GC Section 65585)

Frequently Asked Questions: Junior Accessory Dwelling Units

Is There a Difference between ADU and JADU?



Courtesy of Lilypad Homes and Photo Credit to Jocelyn Knight

Yes, AB 2406 added Government Code Section 65852.22, providing a unique option for Junior ADUs. The bill allows local governments to adopt ordinances for JADUs, which are no more than 500 square feet and are typically bedrooms in a single-family home that have an entrance into the unit from the main home and an entrance to the outside from the JADU. The JADU must have cooking facilities, including a sink, but is not required to have a private bathroom. Current law does not prohibit local governments from adopting an ordinance for a JADU, and this bill explicitly allows, not requires, a local agency to do so. If the ordinance requires a permit, the local agency shall not require additional parking or charge a fee for a water or sewer connection as a condition of granting a permit for a JADU. For more information, see below.

ADUs and JADUs

REQUIREMENTS	ADU	JADU
Maximum Unit Size	Yes, generally up to 1,200 Square Feet or 50% of living area	Yes, 500 Square Foot Maximum
Kitchen	Yes	Yes
Bathroom	Yes	No, Common Sanitation is Allowed
Separate Entrance	Depends	Yes
Parking	Depends, Parking May Be Eliminated and Cannot Be Required Under Specified Conditions	No, Parking Cannot Be Required
Owner Occupancy	Depends, Owner Occupancy May Be Required	Yes, Owner Occupancy Is Required
Ministerial Approval Process	Yes	Yes
Prohibition on Sale of ADU	Yes	Yes

Why Adopt a JADU Ordinance?

JADUs offer the simplest and most affordable housing option. They bridge the gap between a roommate and a tenant by offering an interior connection between the unit and main living area. The doors between the two spaces can be secured from both sides, allowing them to be easily privatized or incorporated back into the main living area. These units share central systems, require no fire separation, and have a basic kitchen, utilizing small plug in appliances, reducing development costs. This provides flexibility and an insurance policy in homes in case additional income or housing is needed. They present no additional stress on utility services or infrastructure because they simply repurpose spare bedrooms that do not expand the homes planned occupancy. No additional address is required on the property because an interior connection remains. By adopting a JADU ordinance, local governments can offer homeowners additional options to take advantage of underutilized space and better address its housing needs.

Can JADUs Count towards the RHNA?

Yes, as part of the housing element portion of their general plan, local governments are required to identify sites with appropriate zoning that will accommodate projected housing needs in their regional housing need allocation (RHNA) and report on their progress pursuant to Government Code Section 65400. To credit a unit toward the RHNA, HCD and the Department of Finance (DOF) utilize the census definition of a housing unit. Generally, a JADU, including with shared sanitation facilities, that meets the census definition and is reported to the Department of Finance as part of the DOF annual City and County Housing Unit Change Survey can be credited toward the RHNA based on the appropriate income level. Local governments can track actual or anticipated affordability to assure the JADU is counted to the appropriate income category. For example, some local governments request and track information such as anticipated affordability as part of the building permit application.

A housing unit is a house, an apartment, a mobile home or trailer, a group of rooms, or a single room that is occupied, or, if vacant, is intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other persons in the building and which have direct access from the outside of the building or through a common hall.

Can the JADU Be Sold Independent of the Primary Dwelling?

No, the JADU cannot be sold separate from the primary dwelling.

Are JADUs Subject to Connection and Capacity Fees?

No, JADUs shall not be considered a separate or new dwelling unit for the purposes of fees and as a result should not be charged a fee for providing water, sewer or power, including a connection fee. These requirements apply to all providers of water, sewer and power, including non-municipal providers.

Local governments may adopt requirements for fees related to parking, other service or connection for water, sewer or power, however, these requirements must be uniform for all single family residences and JADUs are not considered a new or separate unit.

Are There Requirements for Fire Separation and Fire Sprinklers?

Yes, a local government may adopt requirements related to fire and life protection requirements. However, a JADU shall not be considered a new or separate unit. In other words, if the primary unit is not subject to fire or life protection requirements, then the JADU must be treated the same.

Resources



Courtesy of Karen Chapple, UC Berkeley

Attachment 1: Statutory Changes (Strikeout/Underline)

Government Code Section 65852.2

(a) (1) ~~Any~~ A local agency may, by ordinance, provide for the creation of ~~second-accessory dwelling~~ units in single-family and multifamily residential zones. The ordinance ~~may~~ shall ~~do any~~ all of the following:

(A) Designate areas within the jurisdiction of the local agency where ~~second-accessory dwelling~~ units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of ~~second-accessory dwelling~~ units on traffic ~~flow~~. flow and public safety.

(B) (i) Impose standards on ~~second-accessory dwelling~~ units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that ~~second-accessory dwelling~~ units do not exceed the allowable density for the lot upon which the ~~second-accessory dwelling~~ unit is located, and that ~~second-accessory dwelling~~ units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The unit is not intended for sale separate from the primary residence and may be rented.

(ii) The lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.

(iii) The accessory dwelling unit is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

(iv) The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.

(v) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing garage that is converted to a accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.

(III) This clause shall not apply to a unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the local agency requires that those offstreet parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. This clause shall not apply to a unit that is described in subdivision (d).

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits. ~~Nothing in this paragraph may be construed to require a local government to adopt or amend an ordinance for the creation of ADUs.~~ permits, within 120 days after receiving the application. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of ~~ADUs.~~ an accessory dwelling unit.

~~(b) (4) (1) An~~ When existing ordinance governing the creation of an accessory dwelling unit by a local agency which has not adopted an ordinance governing ADUs in accordance with subdivision (a) or (c) receives its first application on or after July 1, 1983, for a permit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to this subdivision unless it or an accessory dwelling ordinance adopted by a local agency subsequent to the effective date of the act adding this paragraph shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. In the event that a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void upon the effective date of the act adding this paragraph and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance in accordance with subdivision (a) or (c) within 120 days after receiving the application. Notwithstanding Section 65901 or 65906, every local agency shall grant a variance or special use permit for the creation of a ADU if the ADU complies with all of the following: that complies with this section.

~~(A) The unit is not intended for sale and may be rented.~~

~~(B) The lot is zoned for single family or multifamily use.~~

~~(C) The lot contains an existing single family dwelling.~~

~~(D) The ADU is either attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.~~

~~(E) The increased floor area of an attached ADU shall not exceed 30 percent of the existing living area.~~

~~(F) The total area of floorspace for a detached ADU shall not exceed 1,200 square feet.~~

~~(G) Requirements relating to height, setback, lot coverage, architectural review, site plan review, fees, charges, and other zoning requirements generally applicable to residential construction in the zone in which the property is located.~~

~~(H) Local building code requirements which apply to detached dwellings, as appropriate.~~

~~(I) Approval by the local health officer where a private sewage disposal system is being used, if required.~~

~~(2)~~ (5) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.

~~(3)~~ (6) This subdivision establishes the maximum standards that local agencies shall use to evaluate ~~proposed ADUs on lots~~ a proposed accessory dwelling unit on a lot zoned for residential use ~~which contain~~ that contains an existing single-family dwelling. No additional standards, other than those provided in this ~~subdivision or subdivision~~ (a), subdivision, shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an ~~owner-occupant~~ owner-occupant or that the property be used for rentals of terms longer than 30 days.

~~(4)~~ (7) ~~No changes in zoning ordinances or other ordinances or any changes in the general plan shall be required to implement this subdivision. Any~~ A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of ADUs an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

~~(5)~~ (8) A ADU ~~which conforms to the requirements of~~ An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use ~~which that~~ is consistent with the existing general plan and zoning designations for the lot. The ~~ADUs~~ accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

~~(c)~~ (b) ~~No~~ When a local agency shall adopt an ordinance which totally precludes ADUs within single-family or multifamily zoned areas unless the ordinance contains findings acknowledging that the ordinance may limit housing opportunities of the region and further contains findings that specific adverse impacts on the public health, safety, and welfare that would result from allowing ADUs within single-family and multifamily zoned areas justify adopting the ordinance. that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives its first application on or after July 1, 1983, for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 120 days after receiving the application.

~~(d)~~ (c) A local agency may establish minimum and maximum unit size requirements for both attached and detached ~~second~~ accessory dwelling units. No minimum or maximum size for ~~a second~~ an accessory dwelling unit, or size based upon a percentage of the existing dwelling, shall be established by ordinance for either attached or detached dwellings ~~which that~~ does not permit at least an efficiency unit to be constructed in compliance with local development standards. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

~~(e) Parking requirements for ADUs shall not exceed one parking space per unit or per bedroom. Additional parking may be required provided that a finding is made that the additional parking requirements are directly related to the~~

~~use of the ADU and are consistent with existing neighborhood standards applicable to existing dwellings. Off-street parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction. Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit to create within a single-family residential zone one accessory dwelling unit per single-family lot if the unit is contained within the existing space of a single-family residence or accessory structure, has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.~~

(f) ~~(1)~~ Fees charged for the construction of ~~second-accessory dwelling~~ units shall be determined in accordance with Chapter 5 (commencing with Section ~~66000~~), 66000) and Chapter 7 (commencing with Section 66012).

(2) Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.

(A) For an accessory dwelling unit described in subdivision (e), a local agency shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

(B) For an accessory dwelling unit that is not described in subdivision (e), a local agency may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of ADUs. an accessory dwelling unit.

(h) Local agencies shall submit a copy of the ~~ordinances~~ ordinance adopted pursuant to subdivision (a) ~~or (e)~~ to the Department of Housing and Community Development within 60 days after adoption.

(i) As used in this section, the following terms mean:

(1) "Living ~~area~~, area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, "neighborhood" has the same meaning as set forth in Section 65589.5.

(4) ~~"Second"~~ "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. ~~A second~~ An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(5) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(j) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for ~~second~~ accessory dwelling units.

Government Code Section 65852.22.

(a) Notwithstanding Section 65852.2, a local agency may, by ordinance, provide for the creation of junior accessory dwelling units in single-family residential zones. The ordinance may require a permit to be obtained for the creation of a junior accessory dwelling unit, and shall do all of the following:

(1) Limit the number of junior accessory dwelling units to one per residential lot zoned for single-family residences with a single-family residence already built on the lot.

(2) Require owner-occupancy in the single-family residence in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

(3) Require the recordation of a deed restriction, which shall run with the land, shall be filed with the permitting agency, and shall include both of the following:

(A) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.

(B) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.

(4) Require a permitted junior accessory dwelling unit to be constructed within the existing walls of the structure, and require the inclusion of an existing bedroom.

(5) Require a permitted junior accessory dwelling to include a separate entrance from the main entrance to the structure, with an interior entry to the main living area. A permitted junior accessory dwelling may include a second interior doorway for sound attenuation.

(6) Require the permitted junior accessory dwelling unit to include an efficiency kitchen, which shall include all of the following:

(A) A sink with a maximum waste line diameter of 1.5 inches.

(B) A cooking facility with appliances that do not require electrical service greater than 120 volts, or natural or propane gas.

(C) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

(b) (1) An ordinance shall not require additional parking as a condition to grant a permit.

(2) This subdivision shall not be interpreted to prohibit the requirement of an inspection, including the imposition of a fee for that inspection, to determine whether the junior accessory dwelling unit is in compliance with applicable building standards.

(c) An application for a permit pursuant to this section shall, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, be considered ministerially, without discretionary review or a hearing. A permit shall be issued within 120 days of submission of an application for a

permit pursuant to this section. A local agency may charge a fee to reimburse the local agency for costs incurred in connection with the issuance of a permit pursuant to this section.

(d) For the purposes of any fire or life protection ordinance or regulation, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit. This section shall not be construed to prohibit a city, county, city and county, or other local public entity from adopting an ordinance or regulation relating to fire and life protection requirements within a single-family residence that contains a junior accessory dwelling unit so long as the ordinance or regulation applies uniformly to all single-family residences within the zone regardless of whether the single-family residence includes a junior accessory dwelling unit or not.

(e) For the purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.

(f) This section shall not be construed to prohibit a local agency from adopting an ordinance or regulation, related to parking or a service or a connection fee for water, sewer, or power, that applies to a single-family residence that contains a junior accessory dwelling unit, so long as that ordinance or regulation applies uniformly to all single-family residences regardless of whether the single-family residence includes a junior accessory dwelling unit.

(g) For purposes of this section, the following terms have the following meanings:

(1) "Junior accessory dwelling unit" means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

Attachment 2: Sample ADU Ordinance

Section XXX1XXX: Purpose

This Chapter provides for accessory dwelling units on lots developed or proposed to be developed with single-family dwellings. Such accessory dwellings contribute needed housing to the community's housing stock. Thus, accessory dwelling units are a residential use which is consistent with the General Plan objectives and zoning regulations and which enhances housing opportunities, including near transit on single family lots.

Section XXX2XXX: Applicability

The provisions of this Chapter apply to all lots that are occupied with a single family dwelling unit and zoned residential. Accessory dwelling units do exceed the allowable density for the lot upon which the accessory dwelling unit is located, and are a residential use that is consistent with the existing general plan and zoning designation for the lot.

Section XXX3XXX: Development Standards

Accessory Structures within Existing Space

An accessory dwelling unit within an existing space including the primary structure, attached or detached garage or other accessory structure shall be permitted ministerially with a building permit regardless of all other standards within the Chapter if complying with:

1. Building and safety codes
2. Independent exterior access from the existing residence
3. Sufficient side and rear setbacks for fire safety.

Accessory Structures (Attached and Detached)

General:

1. The unit is not intended for sale separate from the primary residence and may be rented.
2. The lot is zoned for residential and contains an existing, single-family dwelling.
3. The accessory dwelling unit is either attached to the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.
4. The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.
5. The total area of floor space for a detached accessory dwelling unit shall not exceed 1,200 square feet.
6. Local building code requirements that apply to detached dwellings, as appropriate.
7. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
8. No setback shall be required for an existing garage that is converted to a accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.
9. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence and may employ alternative methods for fire protection.

Parking:

1. Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking, including on an existing driveway or in setback areas, excluding the non-driveway front yard setback.
2. Parking is not required in the following instances:
 - The accessory dwelling unit is located within one-half mile of public transit, including transit stations and bus stations.

- The accessory dwelling unit is located in the WWW Downtown, XXX Area, YYY Corridor and ZZZ Opportunity Area.
 - The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - When there is a car share vehicle located within one block of the accessory dwelling unit.
3. Replacement Parking: When a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit, replacement parking shall not be required and may be located in any configuration on the same lot as the accessory dwelling unit.

Section XXX4XXX: Permit Requirements

ADUs shall be permitted ministerially, in compliance with this Chapter within 120 days of application. The Community Development Director shall issue a building permit or zoning certificate to establish an accessory dwelling unit in compliance with this Chapter if all applicable requirements are met in Section XXX3XXXX, as appropriate. The Community Development Director may approve an accessory dwelling unit that is not in compliance with Section XXX3XXXX as set forth in Section XXX5XXXX. The XXXX Health Officer shall approve an application in conformance with XXXXXX where a private sewage disposal system is being used.

Section XXX5XXX: Review Process for Accessory Structure Not Complying with Development Standards

An accessory dwelling unit that does not comply with standards in Section XXX3XX may be permitted with a zoning certificate or an administrative use permit at the discretion of the Community Development Director subject to findings in Section XXX6XX.

Section XXX6XXX: Findings

A. In order to deny an administrative use permit under Section XXX5XXX, the Community Development Director shall find that the Accessory Dwelling Unit would be detrimental to the public health and safety or would introduce unreasonable privacy impacts to the immediate neighbors.

B. In order to approve an administrative use permit under Section XXX5XXX to waive required accessory dwelling unit parking, the Community Development Director shall find that additional or new on-site parking would be detrimental, and that granting the waiver will meet the purposes of this Chapter.

Section XXX7XXX: Definitions

(1) "Living area means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(3) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(4) (1) “Existing Structure” for the purposes of defining an allowable space that can be converted to an ADU means within the four walls and roofline of any structure existing on or after January 1, 2017 that can be made safely habitable under local building codes at the determination of the building official regardless of any non-compliance with zoning standards.

Attachment 3: Sample JADU Ordinance

(Lilypad Homes at <http://lilypadhomes.org/>)

Draft Junior Accessory Dwelling Units (JADU) – Flexible Housing

Findings:

1. Causation: Critical need for housing for lower income families and individuals given the high cost of living and low supply of affordable homes for rent or purchase, and the difficulty, given the current social and economic environment, in building more affordable housing
2. Mitigation: Create a simple and inexpensive permitting track for the development of junior accessory dwelling units that allows spare bedrooms in homes to serve as a flexible form of infill housing
3. Endangerment: Provisions currently required under agency ordinances are so arbitrary, excessive, or burdensome as to restrict the ability of homeowners to legally develop these units therefore encouraging homeowners to bypass safety standards and procedures that make the creation of these units a benefit to the whole of the community
4. Co-Benefits: Homeowners (particularly retired seniors and young families, groups that tend to have the lowest incomes) – generating extra revenue, allowing people facing unexpected financial obstacles to remain in their homes, housing parents, children or caregivers; Homebuyers - providing rental income which aids in mortgage qualification under new government guidelines; Renters – creating more low-cost housing options in the community where they work, go to school or have family, also reducing commute time and expenses; Municipalities – helping to meet RHNA goals, increasing property and sales tax revenue, insuring safety standard code compliance, providing an abundant source of affordable housing with no additional infrastructure needed; Community - housing vital workers, decreasing traffic, creating economic growth both in the remodeling sector and new customers for local businesses; Planet - reducing carbon emissions, using resources more efficiently;
5. Benefits of Junior ADUs: offer a more affordable housing option to both homeowners and renters, creating economically healthy, diverse, multi-generational communities;

Therefore the following ordinance is hereby enacted:

This Section provides standards for the establishment of junior accessory dwelling units, an alternative to the standard accessory dwelling unit, permitted as set forth under State Law AB 1866 (Chapter 1062, Statutes of 2002) Sections 65852.150 and 65852.2 and subject to different provisions under fire safety codes based on the fact that junior accessory dwelling units do not qualify as “complete independent living facilities” given that the interior connection from the junior accessory dwelling unit to the main living area remains, therefore not redefining the single-family home status of the dwelling unit.

- A) *Development Standards.* Junior accessory dwelling units shall comply with the following standards, including the standards in Table below:
- 1) *Number of Units Allowed.* Only one accessory dwelling unit or, junior accessory dwelling unit, may be located on any residentially zoned lot that permits a single-family dwelling except as otherwise regulated or restricted by an adopted Master Plan or Precise Development Plan. A junior accessory dwelling unit may only be located on a lot which already contains one legal single-family dwelling.
 - 2) *Owner Occupancy:* The owner of a parcel proposed for a junior accessory dwelling unit shall occupy as a principal residence either the primary dwelling or the accessory dwelling, except when the home is held by an agency such as a land trust or housing organization in an effort to create affordable housing.
 - 3) *Sale Prohibited:* A junior accessory dwelling unit shall not be sold independently of the primary dwelling on the parcel.

- 4) *Deed Restriction:* A deed restriction shall be completed and recorded, in compliance with Section B below.
- 5) *Location of Junior Accessory Dwelling Unit:* A junior accessory dwelling unit must be created within the existing walls of an existing primary dwelling, and must include conversion of an existing bedroom.
- 6) *Separate Entry Required:* A separate exterior entry shall be provided to serve a junior accessory dwelling unit.
- 7) *Interior Entry Remains:* The interior connection to the main living area must be maintained, but a second door may be added for sound attenuation.
- 8) *Kitchen Requirements:* The junior accessory dwelling unit shall include an efficiency kitchen, requiring and limited to the following components:
 - a) A sink with a maximum waste line diameter of one-and-a-half (1.5) inches,
 - b) A cooking facility with appliance which do not require electrical service greater than one-hundred-and-twenty (120) volts or natural or propane gas, and
 - c) A food preparation counter and storage cabinets that are reasonable to size of the unit.
- 9) *Parking:* No additional parking is required beyond that required when the existing primary dwelling was constructed.

Development Standards for Junior Accessory Dwelling Units

SITE OR DESIGN FEATURE	SITE AND DESIGN STANDARDS
Maximum unit size	500 square feet
Setbacks	As required for the primary dwelling unit
Parking	No additional parking required

- B) *Deed Restriction:* Prior to obtaining a building permit for a junior accessory dwelling unit, a deed restriction, approved by the City Attorney, shall be recorded with the County Recorder's office, which shall include the pertinent restrictions and limitations of a junior accessory dwelling unit identified in this Section. Said deed restriction shall run with the land, and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded deed restriction shall be filed with the Department stating that:
 - 1) The junior accessory dwelling unit shall not be sold separately from the primary dwelling unit;
 - 2) The junior accessory dwelling unit is restricted to the maximum size allowed per the development standards;
 - 3) The junior accessory dwelling unit shall be considered legal only so long as either the primary residence, or the accessory dwelling unit, is occupied by the owner of record of the property, except when the home is owned by an agency such as a land trust or housing organization in an effort to create affordable housing;
 - 4) The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with this provision may result in legal action against the property owner, including revocation of any right to maintain a junior accessory dwelling unit on the property.
- C) *No Water Connection Fees:* No agency should require a water connection fee for the development of a junior accessory dwelling unit. An inspection fee to confirm that the dwelling unit complies with development standard may be assessed.
- D) *No Sewer Connection Fees:* No agency should require a sewer connection fee for the development of a junior accessory dwelling unit. An inspection fee to confirm that the dwelling unit complies with development standard

may be assessed.

- E) *No Fire Sprinklers and Fire Attenuation*: No agency should require fire sprinkler or fire attenuation specifications for the development of a junior accessory dwelling unit. An inspection fee to confirm that the dwelling unit complies with development standard may be assessed.

Definitions of Specialized Terms and Phrases.

“Accessory dwelling unit” means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(1) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(2) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

“Junior accessory dwelling unit” means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

Attachment 4: State Standards Checklist (As of January 1, 2017)

YES/NO	STATE STANDARD*	GOVERNMENT CODE SECTION
	Unit is not intended for sale separate from the primary residence and may be rented.	65852.2(a)(1)(D)(i)
	Lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.	65852.2(a)(1)(D)(ii)
	Accessory dwelling unit is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.	65852.2(a)(1)(D)(iii)
	Increased floor area of an attached accessory dwelling unit does not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.	65852.2(a)(1)(D)(iv)
	Total area of floor space for a detached accessory dwelling unit does not exceed 1,200 square feet.	65852.2(a)(1)(D)(v)
	Passageways are not required in conjunction with the construction of an accessory dwelling unit.	65852.2(a)(1)(D)(vi)
	Setbacks are not required for an existing garage that is converted to an accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines are not required for an accessory dwelling unit that is constructed above a garage.	65852.2(a)(1)(D)(vi i)
	(Local building code requirements that apply to detached dwellings are met, as appropriate.	65852.2(a)(1)(D)(vi ii)
	Local health officer approval where a private sewage disposal system is being used, if required.	65852.2(a)(1)(D)(ix)
	Parking requirements do not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.	65852.2(a)(1)(D)(x)

* Other requirements may apply. See Government Code Section 65852.2

Attachment 5: Bibliography

Reports

[ACCESSORY DWELLING UNITS: CASE STUDY](#) (26 pp.)

By United States Department of Housing and Urban Development, Office of Policy Development and Research. (2008)

Introduction: Accessory dwelling units (ADUs) — also referred to as accessory apartments, ADUs, or granny flats — are additional living quarters on single-family lots that are independent of the primary dwelling unit. The separate living spaces are equipped with kitchen and bathroom facilities, and can be either attached or detached from the main residence. This case study explores how the adoption of ordinances, with reduced regulatory restrictions to encourage ADUs, can be advantageous for communities. Following an explanation of the various types of ADUs and their benefits, this case study provides examples of municipalities with successful ADU legislation and programs. Section titles include: History of ADUs; Types of Accessory Dwelling Units; Benefits of Accessory Dwelling Units; and Examples of ADU Ordinances and Programs.

[THE MACRO VIEW ON MICRO UNITS](#) (46 pp.)

By Bill Whitlow, et al. — Urban Land Institute (2014)
Library Call #: H43 4.21 M33 2014

The Urban Land Institute Multifamily Housing Councils were awarded a ULI Foundation research grant in fall 2013 to evaluate from multiple perspectives the market performance and market acceptance of micro and small units.

[RESPONDING TO CHANGING HOUSEHOLDS: Regulatory Challenges for Micro-units and Accessory Dwelling Units](#) (76 pp.)

By Vicki Been, Benjamin Gross, and John Infranca (2014)
New York University: Furman Center for Real Estate & Urban Policy
Library Call # D55 3 I47 2014

This White Paper fills two gaps in the discussion regarding compact units. First, we provide a detailed analysis of the regulatory and other challenges to developing both ADUs and micro-units, focusing on five cities: New York; Washington, DC; Austin; Denver; and Seattle. That analysis will be helpful not only to the specific jurisdictions we study, but also can serve as a model for those who want to catalogue regulations that might get in the way of the development of compact units in their own jurisdictions. Second, as more local governments permit or encourage compact units, researchers will need to evaluate how well the units built serve the goals proponents claim they will.

[SCALING UP SECONDARY UNIT PRODUCTION IN THE EAST BAY: Impacts and Policy Implications](#) (25 pp.)

By Jake Webmann, Alison Nemirow, and Karen Chapple (2012)
UC Berkeley: Institute of Urban and Regional Development (IURD)
Library Call # H44 1.1 S33 2012

This paper begins by analyzing how many secondary units of one particular type, detached backyard cottages, might be built in the East Bay, focusing on the Flatlands portions of Berkeley, El Cerrito, and Oakland. We then investigate the potential impacts of scaling up the strategy with regard to housing affordability, smart growth, alternative transportation, the economy, and city budgets. A final section details policy recommendations, focusing on regulatory reforms and other actions cities can take to encourage secondary unit construction, such as promoting carsharing programs, educating residents, and providing access to finance.

[SECONDARY UNITS AND URBAN INFILL: A literature Review \(12 pp.\)](#)

By Jake Wegmann and Alison Nemirow (2011)
UC Berkeley: IURD
Library Call # D44 4.21 S43 2011

This literature review examines the research on both infill development in general, and secondary units in particular, with an eye towards understanding the similarities and differences between infill as it is more traditionally understood – i.e., the development or redevelopment of entire parcels of land in an already urbanized area – and the incremental type of infill that secondary unit development constitutes.

[YES, BUT WILL THEY LET US BUILD? The Feasibility of Secondary Units in the East Bay \(17 pp.\)](#)

By Alison Nemirow and Karen Chapple (2012)
UC Berkeley: IURD
Library Call # H44.5 1.1 Y47 2012

This paper begins with a discussion of how to determine the development potential for secondary units, and then provides an overview of how many secondary units can be built in the East Bay of San Francisco Bay Area under current regulations. The next two sections examine key regulatory barriers in detail for the five cities in the study (Albany, Berkeley, El Cerrito, Oakland, and Richmond), looking at lot size, setbacks, parking requirements, and procedural barriers. A sensitivity analysis then determines how many units could be built were the regulations to be relaxed.

[YES IN MY BACKYARD: Mobilizing the Market for Secondary Units \(20 pp.\)](#)

By Karen Chapple, J. Weigmann, A. Nemirow, and C. Dentel-Post (2011)
UC Berkeley: Center for Community Innovation.
Library Call # B92 1.1 Y47 2011

This study examines two puzzles that must be solved in order to scale up a secondary unit strategy: first, how can city regulations best enable their construction? And second, what is the market for secondary units? Because parking is such an important issue, we also examine the potential for secondary unit residents to rely on alternative transportation modes, particular car share programs. The study looks at five adjacent cities in the East Bay of the San Francisco Bay Area (Figure 1) -- Oakland, Berkeley, Albany, El Cerrito, and Richmond -- focusing on the areas within ½ mile of five Bay Area Rapid Transit (BART) stations.

Journal Articles and Working Papers:

[BACKYARD HOMES LA \(17 pp.\)](#)

By Dana Cuff, Tim Higgins, and Per-Johan Dahl, Eds. (2010)
Regents of the University of California, Los Angeles.
City Lab Project Book.

[DEVELOPING PRIVATE ACCESSORY DWELLINGS \(6 pp.\)](#)

By William P. Macht. Urbanland online. (June 26, 2015)
Library Location: Urbanland 74 (3/4) March/April 2015, pp. 154-161.

[GRANNY FLATS GAINING GROUND](#) (2 pp.)

By Brian Barth. Planning Magazine: pp. 16-17. (April 2016)
Library Location: Serials

["HIDDEN" DENSITY: THE POTENTIAL OF SMALL-SCALE INFILL DEVELOPMENT](#) (2 pp.)

By Karen Chapple (2011)
UC Berkeley: IURD Policy Brief.
Library Call # D44 1.2 H53 2011

California's implementation of SB 375, the Sustainable Communities and Climate Protection Act of 2008, is putting new pressure on communities to support infill development. As metropolitan planning organizations struggle to communicate the need for density, they should take note of strategies that make increasing density an attractive choice for neighborhoods and regions.

[HIDDEN DENSITY IN SINGLE-FAMILY NEIGHBORHOODS: Backyard cottages as an equitable smart growth strategy](#) (22 pp.)

By Jake Wegmann and Karen Chapple. Journal of Urbanism 7(3): pp. 307-329. (2014)

Abstract (not available in full text): Secondary units, or separate small dwellings embedded within single-family residential properties, constitute a frequently overlooked strategy for urban infill in high-cost metropolitan areas in the United States. This study, which is situated within California's San Francisco Bay Area, draws upon data collected from a homeowners' survey and a Rental Market Analysis to provide evidence that a scaled-up strategy emphasizing one type of secondary unit – the backyard cottage – could yield substantial infill growth with minimal public subsidy. In addition, it is found that this strategy compares favorably in terms of affordability with infill of the sort traditionally favored in the 'smart growth' literature, i.e. the construction of dense multifamily housing developments.

[RETHINKING PRIVATE ACCESSORY DWELLINGS](#) (5 pp.)

By William P. Macht. Urbanland online. (March 6, 2015)
Library Location: Urbanland 74 (1/2) January/February 2015, pp. 87-91.

[ADUS AND LOS ANGELES' BROKEN PLANNING SYSTEM](#) (4 pp.)

By CARLYLE W. Hall. The Planning Report. (April 26, 2016).
Land-use attorney Carlyle W. Hall comments on building permits for accessory dwelling units.

News:

[HOW ONE COLORADO CITY INSTANTLY CREATED AFFORDABLE HOUSING](#)

By Anthony Flint. The Atlantic-CityLab. (May 17, 2016).

In Durango, Colorado, zoning rules were changed to allow, for instance, non-family members as residents in already-existing accessory dwelling units.

[NEW HAMPSHIRE WINS PROTECTIONS FOR ACCESSORY DWELLING UNITS](#) (1 p.)

NLIHC (March 28, 2016)

Affordable housing advocates in New Hampshire celebrated a significant victory this month when Governor Maggie Hassan (D) signed Senate Bill 146, legislation that allows single-family homeowners to add an accessory

dwelling unit as a matter of right through a conditional use permit or by special exception as determined by their municipalities. The bill removes a significant regulatory barrier to increasing rental homes at no cost to taxpayers.

[NEW IN-LAW SUITE RULES BOOST AFFORDABLE HOUSING IN SAN FRANCISCO](#). (3 pp.)

By Rob Poole. Shareable. (June 10, 2014).

The San Francisco Board of Supervisors recently approved two significant pieces of legislation that support accessory dwelling units (ADUs), also known as “in-law” or secondary units, in the city...

[USING ACCESSORY DWELLING UNITS TO BOLSTER AFFORDABLE HOUSING](#) (3 pp.)

By Michael Ryan. Smart Growth America. (December 12, 2014).

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew Pasmant, Acting City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: APPROVAL OF A CONTRACT WITH NEW FLYER OF AMERICA INC., FOR THE PURCHASE OF ONE (1) 40' LOW FLOOR COMPRESSED NATURAL GAS (CNG) POWERED FORTY-FOOT TRANSIT BUS AND OPTIONAL EQUIPMENT IN AN AMOUNT NOT-TO-EXCEED \$992,506.

DATE: September 26, 2018

RECOMMENDATION

It is recommended that the City Council take the following actions:

1. Approve a contract with New Flyer of America, Incorporated for the acquisition of one (1) new CNG powered forty-foot (40') low floor bus and optional equipment in an amount not-to-exceed \$992,506.
2. Authorize the Director of Transportation to approve change orders up to two percent of the contract amount.

BACKGROUND

The City of Montebello Transportation Department, also known as Montebello Bus Lines (MBL), operates a transit fleet of 66 active transit buses to serve Downtown Los Angeles areas and surrounding communities. Starting in 2018 fall, a newly developed shopping center, "Market Place", in the northern side of the City limit has increased traffic by vehicles and pedestrians. Based on MBL transit service planning and patrons' needs, MBL is rerouting one of its local routes - Line 70 and extend its service area to better serve the community needs and surrounding residents. The bus is a replacement for one of the City's 2008 hybrid buses and expected arrival will be in late 2019. This bus will be part of the proactive approach in improving the reliability of the City's bus fleet.

ANALYSIS

The past two bus procurements, the Transportation Department used its purchasing options on the Omnitrans contract and one other transit agency's available options. This bus purchase is also an option purchase from Stanislaus County, which has approved the City to purchase one bus from its available options under contract with New Flyer of America, which is also part of the Omnitrans joint bus procurement Contract # MNT15-03. Omnitrans awarded a contract to New Flyer of America, Inc. (as Omnitrans Contract #MNT15-103). The Transportation Department is proposing to use this same procurement method to purchase one additional bus.

Exercising a joint-procurement for transit vehicles is permissible within the procurement rules of the Federal Transportation Administration (FTA) providing that the original contract language stipulates an Assignability of Options, and the requesting agency enters into a separate contract with the awarding manufacturer.

The award of the contract to New Flyer of American, Inc. is for the purchase of one (1) CNG bus that can be procured through an FTA approved Joint Procurement process and in accordance with Section 3.20.120 of the Montebello Municipal Code.

New Flyer of America, Inc. has fully complied with the requirements, technical specifications, and supportive documentation of the Omnitrans Request for Proposal, and all federal language and procurement documents have been reviewed by Transportation Department staff. As the Transportation Department already operates a fleet of New Flyer CNG powered buses, this purchase from the same manufacturer continues to support the City's fleet standardization efforts. Further, this purchase will contribute to reducing the operational cost, as the bus will be new and all replacement parts are compatible with the City's current fleet of buses.

FISCAL IMPACTS

Shown below is a summary of project expenses and grant sources to completely pay for the project:

<u>PROJECT EXPENSES</u>	<u>TOTAL</u>
New Flyer Bus (1)	\$ 603,112.99
Bus Line Inspection Services	\$ 6,000.00
Bus Surveillance Equipment	\$ 28,000.00
Additional Equipment (New Flyer)	\$ 253,026.92
Subtotal	\$ 890,139.91
Tax	\$ 84,563.29
Contingency (2% of base amount)	\$ 17,802.80
TOTAL EXPENSES	\$ 992,506.00

<u>FUNDING SOURCES</u>	<u>TOTAL</u>
FTA 5307	\$ 800,000
PTMISEA	\$ 112,506
PTMISEA Bridge	\$ 80,000
FTA Funding	\$ 992,506

It is requested that change order(s) up to two percent of the contract amount or \$17,802.80 will not require City Council approval. Based on previous bus purchases, the following are examples of change orders:

1. Increase in sales tax
2. Additional tools or parts

Purchase of the CNG replacement bus will be fully funded with FTA Grant Number CA-90-Z085. These funds were approved in the Transportation Departments FY 2018-19 Capital Budget. The project is identified in the Los Angeles Metropolitan Transportation Authority (Metro) 2018 Federal Transportation Improvement Program (FTIP) as project number LA0G907.

SUMMARY

Approval of a contract for the purchase of one (1) CNG 40' low floor bus and optional equipment from New Flyer of America, Inc. in an amount not-to-exceed \$992,506.

The purchase of one (1) new CNG powered forty-foot (40') bus will allow Montebello Bus Lines to continue with its fleet improvements to ensure quality, reliable transportation to the City's residents and surrounding communities. Since Montebello already operates similar equipment, the proposed procurement will add to reducing the operational cost as the bus is new and replacement parts are similar to the City's current fleet.

ATTACHMENTS

Proposed Contract Agreement
New Flyer Proposal
Purchase Options Letter
FTA Required Clauses

AGREEMENT NO. _____

**PURCHASE AGREEMENT BY AND BETWEEN
CITY OF MONTEBELLO
AND
NEW FLYER OF AMERICA, INC.**

THIS PURCHASE AGREEMENT ("Agreement") entered into this 26th day of September, 2018, by and between the CITY OF MONTEBELLO, a California municipal corporation (hereinafter "CITY"), and NEW FLYER OF AMERICA, INC. (hereinafter "NEW FLYER") (collectively referred to herein as the "Parties" and individually as the "Party"), is made with reference to the following:

RECITALS

- A. CITY desires to "piggyback" on an existing contract, as amended, between NEW FLYER and OMNITRANS, pursuant to OMNITRANS' Request for Proposal (RFP) No. MNT15-103 "Procurement of 40-Foot Compressed Natural Gas (CNG) Coaches issued on February 13, 2015, and executed on May 6, 2015 (hereinafter "OMNITRANS Agreement No. MNT15-103").
- B. CITY seeks to procure from NEW FLYER, and NEW FLYER seeks to build and deliver to the CITY, one (1) new forty (40)-Foot Low Floor Compressed Natural Gas Powered Low Floor Transit Buses (referred herein as "Bus") for the Montebello Bus Lines (hereinafter "MBL") through OMNITRANS Agreement No. MNT15-103.
- C. NEW FLYER represents to CITY that it is fully qualified to provide the above-described services and that it is a validly existing corporation, formed and in good standing under the laws of the State of California and legally authorized to conduct the business in which it is currently engaged. NEW FLYER further represents it has the background, knowledge, experience and expertise necessary to provide the CITY with the "Compressed Natural Gas Powered Low Floor Transit Buses" set forth in this Agreement.
- D. NEW FLYER represents to CITY that is in full compliance with the federal procurement requirements and has provided all required certifications as dictated by the Federal Transit Administration.
- E. The Parties have negotiated upon the terms pursuant to which NEW FLYER will provide such services and have herein reduced such terms to writing.

NOW, THEREFORE, in consideration of the mutual covenant and conditions contained herein, CITY and NEW FLYER agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS

The above "Recitals" constitute a material part hereof, and shall hereby be incorporated by reference as though fully set forth herein. Moreover, this Agreement consists of the following documents, in order of precedence, all of which as hereby referenced are incorporated herein and made part of this Agreement, and shall be the Entire Agreement between the Parties:

- a. This Agreement, including any and all addenda or supplemental agreements.
- b. NEW FLYER'S Price Change Summary and Detail, modified specific to the one (1) Bus to be purchase by CITY (Exhibit A); Warranty (Exhibit A.1); Training (Exhibit A.2); Publications (Exhibit A.3); Tools (Exhibit A.4); and Delivery (Exhibit A.5).
- c. Federal Requirements (Exhibit B).
- d. OMNITRANS Agreement No. MNT15-103, as amended (including all of the Contract Documents and Technical Specifications).
- e. All other documents, including but not limited to all required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

In the event of a conflict with the terms outlined in OMNITRANS Agreement No. MNT13-103, this Agreement and the above-referenced Exhibits, in order of precedence, shall prevail.

2. SCOPE OF WORK

2.1. 40-Foot Low-Floor Compressed Natural Gas Transit Buses. NEW FLYER shall build and deliver one (1) new, forty (40)-Foot Low-Floor Compressed Natural Gas Transit Bus as specifically described in this Agreement, and in accordance with the specifications and other project documents contained in OMNITRANS Agreement No. MNT13-103, incorporated herein by this reference. In case of any conflict between the terms of these documents, the terms of this Agreement and the "**NEW FLYER'S Price Change Summary and Detail," Exhibits A and B**, shall control and prevail over OMNITRANS Agreement No. MNT13-103 and other exhibits.

As set forth in OMNITRANS Agreement No. MNT13-103, and NEW FLYER'S Price Change Summary and Detail (Exhibits A and B), the Buses shall contain Americans with Disabilities Act (ADA) Equipment.

2.2. All New Materials and Parts. NEW FLYER shall utilize and incorporate all new material and parts into each of the equipment purchased pursuant to this Agreement.

2.3. Workmanship. NEW FLYER covenants with the CITY to furnish its best skill, judgment and efforts and to cooperate with the CITY and any other consultants or contractors engaged by the CITY in providing the Buses. NEW FLYER covenants to use its best efforts to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the CITY. Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work.

3. COMPENSATION

3.1. Total Maximum Compensation. As compensation for all of the equipment, goods and services set forth in this Agreement, the CITY shall pay and NEW FLYER agrees to accept, the prices set forth in the "**NEW FLYER'S Price Change Summary and Detail," Exhibits A and B**. The total amount of the compensation to be paid hereunder for the satisfactory accomplishment and completion of all tasks set forth in this Agreement shall not exceed the following sums, unless agreed upon otherwise by both the CITY and NEW FLYER in writing:

Total cost for one (1) Bus (including additional training, ADA Equipment and Delivery): Seven Hundred Seventeen thousand, seventy dollars and Ninty eight cents (\$717,070.98) plus applicable taxes;

3.3. Payment to NEW FLYER. CITY shall pay and NEW FLYER shall accept the amounts set forth in the "NEW FLYER'S Price Change Summary and Detail," Exhibits A and B, as full compensation for all costs and expenses of completing all tasks set forth in this Agreement, including but not limited to all labor and material required, overhead, expenses, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

All payments shall be made as provided herein, less any additional moneys withheld as provided below.

The CITY shall make payments for the Buses in the following amounts:

- a. With regard to the one (1)Bus: 100 percent (100%) of the unit priceupon the delivery and acceptance of each Bus to Montebello Bus Lines' facility at 400 South Taylor Avenue, Montebello, CA and within thirty (30) calendar days of receipt of a proper invoice, but no later than November 30, 2019, provided that the CITY has the complete and full funding for this procurement as of that date;
- b. In the event that the CITY does not have complete and full funding for this procurement as of December 31, 2019, the CITY shall immediately notify NEW FLYER and will make the 100% payment at the earliest possible date funding becomes available.

3.4. Conditional Acceptance. In the event that the Bus does not meet all requirements and/or specifications for acceptance, the CITY may, at its exclusive option, "conditionally accept" the Bus and place it into revenue service pending receipt of NEW FLYER furnished materials and/or labor necessary to effectuate corrective action for acceptance of the Bus. For any conditionally accepted Bus, the payment shall be reduced by an amount to be withheld, and paid upon corrective action by NEW FLYER, equal to twice the estimated cost for parts and labor for the corrective action.

3.5. Spare Parts and/or Equipment. CITY shall make payments for spare parts and/or equipment at the unit prices itemized in the price proposal within thirty (30) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

3.6. Final Payment. CITY shall make its final payment(s) of the total Agreement price(s) plus any moneys withheld, as described in subsection 3.3, above, upon receipt of a final proper invoice and the following:

- a. Delivery and acceptance of all deliverables, including manuals and other documentation required by this Agreement, excluding training.
- b. Rectification of any deficiencies found during the acceptance of Bus.
- c. Provision of any certifications as required by law and/or regulations.
- d. Completion of post-delivery audits required under the Agreement.

4. DELIVERY AND ACCEPTANCE SCHEDULE

NEW FLYER shall deliver and ensure acceptance of all of the Bus no later than the dates set forth in the following schedule:

<i>ITEM</i>	<i>COMPLETION DATE</i>
Delivery of one (1) new 40-Foot Low-Floor Compressed Natural Gas Bus	October 31, 2019
CITY Acceptance	10 days after Delivery of each bus to CITY

All of the goods, equipment and services shall be furnished and delivered to the Montebello Transportation Facility, in first class condition, complete and ready for service by the Montebello Transportation Department and MBL. NEW FLYER shall assume all costs and responsibility for delivery.

4.1. Intentionally deleted.

4.2. Unavoidable Delay. If NEW FLYER is delayed at any time during the progress of the Work by the neglect or failure of CITY or by a cause described below, then the time for completion and/or affected delivery date(s) shall be extended by CITY subject to the following conditions:

- a. The cause of the delay arises after the notice of award and neither was nor could have been anticipated by NEW FLYER by reasonable investigation before such award; including acts of God, strikes, riots, of from other similar “force majeure” causes or events beyond New Flyer’s control
- b. NEW FYER demonstrates that the completion of the Work and/or affected delivery(s) will be actually and necessarily delayed;
- c. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
- d. NEW FLYER makes written request and provides other information to CITY as described in “Notification of Contractor Delay”.

A delay meeting all the conditions of this Section shall be deemed an excusable delay. Any concurrent delay, which does not constitute an excusable delay, shall not be the sole basis for denying a request hereunder.

CITY reserves the right to rescind or shorten any extension previously granted, if subsequently CITY determines, that any information provided by NEW FLYER in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, CITY shall not rescind or shorten any extension previously granted if NEW FLYER acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by NEW FLYER.

4.3. Notification of Contractor Delay. Notwithstanding “Unavoidable Delay” (Section 4.2 above), no extension or adjustment of time shall be granted unless (1) written notice of the delay is

filed with CITY within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date, and the probably future effect on the performance of NEW FLYER under the Agreement, and the portion or portions of the Work affected is filed by NEW FLYER with CITY within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Agreement. CITY shall make its determination within thirty (30) calendar days after receipt of the application.

5. TRAINING

As set forth in the Training Proposal (Exhibit A.2) NEW FLYER shall provide training to the CITY's transportation personnel to ensure proper operation and maintenance of Buses.

6. WARRANTY

As set forth in the Warranty Proposal (Exhibit A.1), NEW FLYER hereby warrants and guarantees to the CITY that all of the goods and equipment of the Buses shall be free from defects in material and workmanship for the periods specified in Exhibit A.1 with respect to the entire Bus, subsystems and/or components.

7. NONDISCRIMINATION

In the performance of this Agreement, NEW FLYER represents and agrees that NEW FLYER, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, creed, color, religion, national origin, ancestry, sex, marital status, age, sexual orientation, handicap, or disability, in accordance with the requirements of state and federal. Such discrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8. SUBCONTRACTORS

NEW FLYER shall not subcontract any portion of the services to be performed under this Agreement without the prior written consent of the CITY, which may be withheld for any reason or for no reason. Subcontracts, if any, shall contain a provision making them subject to all provisions in this Agreement. No person or firm whose name is included in the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violation of Various Public Contracts Incorporating Labor Standards Provisions shall be eligible to subcontract on any portion of this Agreement.

9. PROHIBITION AGAINST TRANSFERS

NEW FLYER shall not assign, sublease, or transfer this Agreement or any interest or obligations herein directly or indirectly, by operation of law or otherwise during the term of this Agreement or during the operation of any of the warranties set forth in Section 6 without the prior written consent of the CITY. As a condition to any assignment or transfer, any prospective assignee or transferee shall also assume the obligations to the CITY pursuant to this Agreement, including the warranties set forth in Section 6. Any attempt to assign, sublease, or transfer this Agreement without prior written consent of CITY shall be null and void, and any assignee, sublessee, or transferee shall acquire no

right or interest by reason of such attempted assignment, or transfer.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of NEW FLYER, or of the interest of any general partner or joint venturer or syndicate member or covenant, if NEW FLYER is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of NEW FLYER, shall be construed as an assignment of this Agreement. For purposes of this Agreement, "control" means the ownership fifty percent (50%) or more of the voting power of the corporation.

10. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

To CITY: Montebello Bus Lines
 Attention: Tom Barrio
 Director of Transportation
 400 S. Taylor Avenue
 Montebello, CA 90640

To NEW FLYER: NEW FLYER of America
 Attention: Paul Smith
 Executive Vice President, Sales and Marketing
 711 Kernaghan Avenue
 Winnipeg, Manitoba
 Canada R2C 3T4

11. INDEMNIFICATION

11.1. Indemnification for Acts or Omissions of NEW FLYER. NEW FLYER shall defend, indemnify, and hold harmless CITY, its elected and appointed officials, boards and commissions, officers, agents and employees (collectively hereinafter the "CITY") against any or all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, reasonable attorneys' fees, costs and expenses, which may accrue against the CITY arising out of, or resulting from the acts or omissions of NEW FLYER or its officers, agents, employees, subcontractors or subconsultants, or related corporations attributable to its performance under this Agreement.

11.2. Indemnification for Claims Brought By Subconsultants of NEW FLYER. In addition to Subsection 11.1, NEW FLYER shall defend, indemnify, and hold harmless the CITY, from and against any and all claims and losses whatsoever, including reasonable attorneys' fees occurring or resulting to any and all persons, firms, or corporations employed or contracted by NEW FLYER or its subcontractors or subconsultants in connection with its performance under this Agreement.

12. INSURANCE

NEW FLYER shall procure and maintain insurance coverage during the entire term of this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. NEW FLYER shall provide the following insurance coverage:

- a. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.
- b. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000.00 each accident;
- c. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of CITY, its officers, directors, employees or agents; and
- d. Employers' Liability with minimum limits of \$1,000,000.00.

Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by CITY prior to commencement of any work. Proof of insurance coverage must be received by CITY within ten (10) calendar days from the Effective Date of this Agreement with the CITY, its officers, directors, employees and agents designated as additional insureds on the general and automobile liability. CITY must be notified thirty (30) days in advance of insurance cancellation or termination. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the CITY. Failure by NEW FLYER to (i) maintain or renew coverage, (ii) provide the CITY notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the CITY as a material breach of this Agreement by NEW FLYER, so that the CITY shall be entitled to all rights and remedies at law or in equity, including but not limited to termination of this Agreement pursuant to Section 13.

NEW FLYER shall also include in each subcontract the stipulation that subcontractors shall maintain insurance coverage in the amounts required from NEW FLYER as provided in this Agreement.

13. TERMINATION

13.1. Notice of Default and Termination. In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within two (2) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a nonmaterial breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the nonmaterial breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

13.2. Termination Without Cause. The CITY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) days written notice to NEW FLYER as provided herein.

13.3. Payment Upon Termination.

If the CITY terminates this Agreement as provided in Section 13.2, titled "Termination Without Cause", of this Agreement, the CITY shall then provide to NEW FLYER the part of Compensation which would otherwise be payable to NEW FLYER for services completed as of the date of termination, including costs, contract close-out costs and profit on work performed, less the amount previously paid or withheld with respect to the Compensation. If the City terminates this Agreement as provided in Section 13.1, titled "Notice of Default and Termination", of this Agreement, the CITY shall then provide to NEW FLYER the part of Compensation which would otherwise be payable to NEW FLYER for services completed as of the date of termination, less the amount previously paid or withheld with respect to the Compensation, which shall not include costs, close-out costs or profit on work performed.

13.4. Expiration. After full acceptance of each and every Bus by CITY, this Agreement shall expire upon full payment of the Compensation by the CITY to NEW FLYER. Notwithstanding the foregoing, the Warranty Agreement shall remain in effect despite expiration of this Agreement.

14. REMEDIES FOR BREACH OF CONTRACT

14.1. Litigation Expenses. If any legal action or other proceeding is brought by either Party for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred in that action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

14.2. Liability of NEW FLYER. NEW FLYER shall be responsible for all damages resulting in whole or in part from the acts or omissions of NEW FLYER or its subconsultants or subcontractors. Nothing in this Agreement shall constitute a waiver or limitation of any legal rights or remedies which the CITY may have under this Agreement or under applicable law.

14.3. Liability of CITY. The CITY's contractual obligations to NEW FLYER shall be limited to the payment of the Compensation provided for in this Agreement. In no event shall the CITY be liable for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement unless otherwise specified herein.

15. DISPUTE RESOLUTION

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any legal action or proceeding is necessary to enforce any provision of this Agreement or for breach of this Agreement, the prevailing party shall be entitled to receive from the opposing party all costs and expenses and such amount as may be adjudged to be reasonable attorney's fees. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by the prevailing party as well as any attorneys' fees paid to outside attorneys in connection with the action.

16. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Los Angeles County, State of California.

17. COMPLIANCE

It is agreed that the NEW FLYER shall comply with and shall require its subcontractors to comply with all applicable local, state and federal laws and regulations including but not limited to those set forth to in OMNITRANS Agreement No. MNT13-103.

18. DAYS

Any term in this Agreement referencing days of performance shall be deemed to be calendar days and not work (or business) days.

19. BINDING ON ASSIGNS

Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective Parties.

20. INDEPENDENT CONTRACTOR

NEW FLYER is an independent contractor. As such, NEW FLYER shall have no power or authority to incur any debt, obligation or liability on behalf of the CITY. NEW FLYER is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by CITY for its employees.

21. SEVERABILITY

For purposes of this Agreement, if any provision of this Agreement is deemed to be invalid or illegal, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

22. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement, and all Parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein in a timely manner.

23. COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

24. CAPTIONS

The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of

this Agreement or any part or parts of this Agreement.

25. CONSTRUCTION

In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any Party, it being agreed by the Parties or their agents having all participated in the preparation of this Agreement.

26. COOPERATION/FURTHER ACTS

The Parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign such additional documents as may be necessary, appropriate and convenient as related to.

27. REFERENCES

All references to NEW FLYER with respect to this Agreement shall include all personnel, employees, agents and subcontractors of NEW FLYER.

28. WAIVER

A waiver by either Party of any breach or default of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant, or condition contained herein, whether of the same or a different character. No waiver, benefit, privilege or service voluntarily given or performed by one Party shall give the other any contractual right by custom, estoppel, or otherwise.

29. ENTIRE AGREEMENT; MODIFICATION

This Agreement in addition to the attached Exhibits, contains the entire agreement between CITY and NEW FLYER and supersedes any prior or written statements or agreement between the Parties. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. No attempted waiver of any of the provisions herein, nor any change, amendment or modification of this Agreement shall be effective unless in writing and signed by the Party against whom the same is sought to be enforced.

30. EFFECTIVE DATE

Unless otherwise specified herein, this Agreement shall become effective as of the date on which the last of the Parties, whether NEW FLYER or CITY, executes said Agreement.

31. SIGNATURES

NEW FLYER affirms that the signatures, titles, and seals set forth hereinafter in execution of this Purchase Agreement represents all individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants, terms, conditions and provisions herein contained and have caused this Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this 26th day of September, 2018.

CITY OF MONTEBELLO
("CITY")

NEW FLYER OF AMERICA INC.
("NEW FLYER")

, Mayor

Paul Smith, Executive Vice President

Date: _____

Date: _____

ATTEST:

Irma Bernal Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT B – FEDERAL REQUIREMENTS

5.1 Federal Funding, Incorporation of FTA Terms

The preceding provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation ("DOT"), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in Federal Transit Administration ("FTA") Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The CONTRACTOR shall not perform any act, fail to perform any act or refuse to comply with any AGENCY requests that would cause AGENCY to be in violation of the FTA terms and conditions.

5.2 Federal Changes

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between AGENCY and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR'S failure to so comply shall constitute a material breach of this Contract.

5.3 No Government Obligation to Third Parties

The AGENCY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a part to this Contract and shall not be subject to any obligations or liabilities to the AGENCY, CONTRACTOR, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

5.4 Program Fraud and False or Fraudulent Statements or Related Acts

The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract of the FTA-assisted project for which this Contract work is being performed.

In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above two clauses in each sub-contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-contractor who will be subject to the provisions.

5.5 Inspection and Retention of Records

The CONTRACTOR shall permit authorized representatives of the AGENCY, the FTA Administrator, and the Comptroller General of the United States to inspect and audit all data and records of the CONTRACTOR relating to its performance and its sub-contracts under this Contract from the date of the Contract through and until the expiration of three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR agrees to maintain same until the AGENCY, the FTA Administrator, and the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The AGENCY retains ownership of all project documents and records maintained by the CONTRACTOR on behalf of the AGENCY.

5.6 Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as such defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include this requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this proposal. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.7 Termination

Pursuant to the Contract, in the event that either Party hereto fails or refuses to perform any of the provisions of this Contract at the time and in the manner required, the non-defaulting party

shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Contract by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

The AGENCY shall have the option, at its sole discretion and without cause, of terminating this Contract in whole, or in part, by giving ten (10) business days' written notice to CONTRACTOR. Upon the termination of this Contract as provided herein, the AGENCY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by AGENCY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Contract, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the AGENCY with adequate proof that CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Contract. CONTRACTOR agrees to cease all work under this Contract on or before the effective date of any notice of termination. Pursuant to the Contract, all AGENCY data, documents, objects, materials or other tangible things shall be returned to the AGENCY upon the termination or expiration of this Contract.

5.8 Civil Rights Requirements

During the performance of this Contract, the CONTRACTOR agrees as follows:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, 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.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
 - (a) Race, Color, Creed, National Origin, Sex - 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.

(b) Age - The CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age.

(c) Disabilities - 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," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

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.

5.9 Disadvantaged Business Enterprise (DBE)

1. AGENCY Assurance: AGENCY shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract, or in the administration of its DBE Program. AGENCY shall take all necessary and reasonable steps under Part 26, Title 49 of the Code of Federal Regulations (CFR), to ensure nondiscrimination in the award and administration of DOT-assisted contracts. AGENCY'S DBE Program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this Contract. Implementation of this DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Contract. Upon notification to AGENCY of its failure to carry out its approved program, the DOT and/or the Federal Transit Administration (FTA) may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801 *et seq.*).
2. Annual Overall Goal: In accordance with 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," the AGENCY is required to establish an annual overall goal for the participation of DBEs in all contracts utilizing federal financial assistance. For the current fiscal year, the AGENCY has established a DBE participation goal of five percent (5%).

AGENCY'S annual overall goal represents the amount of ready, willing, and able DBEs that are identified as available to participate in contracting opportunities, and is reflective of the amount of DBE participation AGENCY would expect absent the effects of discrimination.
3. Contract Goals: AGENCY intends to meet its goal to the maximum extent feasible through race-neutral measures, including the encouragement of DBE participation on contracts which have no specific DBE goal. Where race-neutral measures are inadequate to meet the annual overall goal, AGENCY will establish specific contract goals for particular projects with subcontracting opportunities.

There is no DBE project goal established for this project. At this time AGENCY will meet DBE goal on federally assisted projects through race neutral measures. AGENCY supports the use of race neutral measures to facilitate participation by DBEs and other

small businesses, and encourages prime contractors to subcontract portions of their work that might otherwise perform with their own forces.

4. Good Faith Efforts: If a specific DBE participation goal is identified in the above Section 5.9.3, a proposer must demonstrate that it can meet this specified goal in the performance of this Contract in order for the proposal to be determined a responsive proposal. If a proposer cannot meet the specified goal, the proposer must demonstrate that it performed sufficient good faith efforts to meet the goal. A proposer who is not responsive shall be ineligible for award of contract.

Determination of Good Faith Efforts: If the amount of DBE participation does not meet the Contract-specific goal, the DBE Officer shall review the good faith effort report submitted by the proposer. The DBE Officer shall determine whether the proposer has performed the quality, quantity, and intensity of efforts that demonstrates a reasonably active and aggressive attempt to meet the Contract-specific goal.

The kinds of effort that will be considered demonstrative of "Good Faith Efforts" include, but are not limited to, the following: Whether the CONTRACTOR solicited through all reasonable and available means (e.g., attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work; whether the CONTRACTOR solicited interest within sufficient time to allow the DBEs to respond and, if appropriate steps were taken, to follow-up with interested DBEs; whether the CONTRACTOR selected portions of work to be performed by DBEs and, where appropriate, broke-out contract work items into economically feasible units to facilitate DBE participation even when the CONTRACTOR might otherwise prefer to perform these work items with its own forces; whether the CONTRACTOR negotiated in good faith with interested DBEs (evidence includes names, addresses, and phone numbers; description of information provided regarding plans and specifications; and evidence as to why additional agreements could not be reached); whether the CONTRACTOR made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; whether the CONTRACTOR made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance; whether the CONTRACTOR effectively used the services of available minority/women community organizations, contractors' groups, or other organizations to provide assistance; and whether other proposers on the procurement met the DBE goal.

Proposer's Right to Administrative Reconsideration: In the event that the DBE Officer determines that the responsible proposer has not met the Contract-specific goal, and has not demonstrated good faith efforts, the DBE Officer will notify the proposer in writing. The notification shall explain the basis and include the reasons for the determination, and shall inform the proposer of its right to submit further written documentation or appear before the Reconsideration Official prior to the time that a recommendation for award of contract is presented to the City Council. (The Reconsideration Official is a CITY representative who did not take part in the original determination.) After reconsideration, AGENCY shall provide the proposer with a written decision. The result of the reconsideration process is not appealable by the proposer.

In the event that the Reconsideration Official finds that the proposer has not met the Contract goal or demonstrated good faith efforts, AGENCY will deem said proposer not responsible and evaluate the proposer submitting the next proposal.

5. CONTRACTOR Compliance with AGENCY DBE Policy: It is the policy of AGENCY to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to AGENCY'S construction, procurement, and professional services activities. To this end, AGENCY has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBEs to develop and compete successfully outside of the DBE program.

In connection with the performance of this Contract, the CONTRACTOR will cooperate with AGENCY in meeting these commitments and objectives.

6. Required Proposal/Proposal Submittals: The CONTRACTOR shall submit with its Proposal the name and address of each Sub-contractor it intends to employ, a description of the work which the Sub-contractor is to do, the dollar amount of each Sub-contractor contract, and such other information as may be required in order that AGENCY'S approval may be obtained as to reliability and ability to perform the work (**Bidders List of Participating Firms**).

In addition, proposer shall submit within five (5) days of proposal opening the names and addresses of all DBE firms that will participate in the Contract; a description of the work that each DBE will perform; the dollar amount of the participation of each DBE firm; written documentation of commitment to use DBE Subcontractors whose participation the CONTRACTOR submits to meet the Contract goal; and written confirmation from the DBE that it is participating in the Contract as provided in the CONTRACTOR's commitment. (**Statement of Disadvantaged Business Enterprise Participation**)

AGENCY shall require that any DBEs listed by proposers for participation in the Contract be certified as eligible DBEs. AGENCY will accept current certifications by the DOT and its agencies, the Small Business Administration, or other DOT federal financial assistance recipients, as appropriate. **Within five (5) days of proposal opening, DBEs with current certification must attach a copy of their current Letter of Certification and a copy of their current Statement of Personal Net Worth.**

AGENCY will require any firm listed, but not currently certified as a DBE, to submit the proper certification information within five (5) days of proposal opening in order to be included in the proposer's DBE achievement.

7. CONTRACTOR Assurance: Pursuant to 49 CFR Part 26, the CONTRACTOR is required to make the following assurance in its agreement with AGENCY and to include this assurance in any agreements it makes with subcontractors in the performance of this Contract:

"The CONTRACTOR or Sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR or Subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as AGENCY deems appropriate."

8. Prompt Payment to Subcontractors: The CONTRACTOR must pay Subcontractors for satisfactory performance of their contracts no later than 15 days from the receipt of payment made to the CONTRACTOR by AGENCY. Prompt return of retainage payments from the CONTRACTOR to the Subcontractor will be made within 15 days after the Subcontractor's work is satisfactorily completed.

Any delay or postponement of payment among the parties may take place only for good cause and with AGENCY'S prior written approval. If the CONTRACTOR determines the work of the Subcontractor to be unsatisfactory, it must notify AGENCY'S DBE Officer immediately in writing and state the reasons. Failure by the CONTRACTOR to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

9. Reports of Payment to DBE Sub-contractors: The DBE Officer will monitor the amount actually paid by the CONTRACTOR to Subcontractors, and will require the CONTRACTOR to provide monthly reports of payments to DBEs. A letter will be sent to the DBE Subcontractors to verify the dollar amount.

The amount awarded to the DBE, the amount paid to the DBE as stated by the CONTRACTOR, and the amount paid to the DBE as verified by the DBE, will be reported to the Federal Transit Administration (FTA).

10. Contract Change or Amendment: When a contract change or amendment is made, the CONTRACTOR will submit a statement to the DBE Officer regarding how the change may affect DBE subcontracting.
11. Reporting DBE Participation: The CONTRACTOR is required to report all DBE participation on their contract whether or not the contract contains a specified DBE goal. The CONTRACTOR is not to count participation of a DBE Subcontractor until the amount being counted has been paid to the DBE.
12. Counting DBE Participation toward the Contract Goal: Only the work actually performed by a DBE will be counted towards the DBE goal. The cost of supplies and materials obtained by the DBE or equipment leased (except from the CONTRACTOR or its affiliate) may also be counted.

Commercially Useful Function: Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. Expenditures may only be counted if the DBE is performing a commercially useful function. A DBE should perform at least 30 percent of the total cost of its contract with its own work force. Decisions on commercially useful function are subject to review by the FTA, but are not administratively appealable to DOT.

If materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost will be counted. If the materials and supplies are purchased from a DBE regular dealer, 60 percent of the cost will be counted.

13. DBE Replacement: The CONTRACTOR must make a good faith effort to replace a defaulting DBE Subcontractor with another certified DBE. The CONTRACTOR must immediately notify the DBE Officer of the DBE's inability to perform, and provide reasonable documentation. The CONTRACTOR must receive prior written approval on

the substitute DBE from AGENCY. The CONTRACTOR will provide copies of new or amended subcontracts and copies of the substitute DBE's current Letter of Certification and current Statement of Personal Net Worth.

If the CONTRACTOR proposes to replace a DBE Subcontractor with a non-DBE, sufficient good faith efforts documentation must be provided. If the CONTRACTOR fails or refuses to comply in the time specified, AGENCY will issue an order stopping all, or part of, payment/work until satisfactory action has been taken. If the CONTRACTOR still fails to comply, AGENCY may issue a termination for default proceeding.

14. Evaluation of Proposals with DBE Goals: After the proposal opening, or submission of proposals, the DBE Officer shall evaluate all proposals with regard to the DBE requirements to determine a recommendation for award of contract. The responsible proposer, who also meets the Contract-specific goal or demonstrates good faith efforts, shall be recommended for contract award. In the event that the proposer does not meet the Contract-specific goal or demonstrate good faith efforts, the DBE Officer shall evaluate the next proposal.

5.10 Buy America

The Buy America requirement provides that federal funds may not be obligated for mass transportation projects unless steel, cement, and manufactured products used in such projects are produced in the United States. The requirement will not apply in the following four cases:

- A. When its application is against the public interest (as decided by the FTA Administration on a case-by-case basis).
- B. When the required materials and products are not produced in the U.S. in sufficient quantities and of satisfactory quality.
- C. When, in the procurement of buses and other rolling stock, the cost of the components which are produced in the U.S. is more than 60 percent of the cost of all components of the vehicle or equipment, and if the final assembly takes place in the U.S.
- D. When the inclusion of domestic material will increase the over-all cost of the project Contract by more than 10 percent in the case of projects for the acquisition of buses and rolling stocks; and 25 percent in the case of all other projects.

The CONTRACTOR, who seeks to establish grounds for an exception, must seek the exception, in writing, to the Purchasing Manager at least fifteen (15) days prior to proposal opening.

When a petition for investigation has been filed with FTA before award, the AGENCY reserves the right to not make an award prior to the resolution of the investigation by FTA and when a request for investigation has been filed with FTA before the opening of proposals, the AGENCY reserves the right to not open proposals prior to the resolution of the investigation by FTA.

The CONTRACTOR and all Sub-contractor with contracts of \$100,000 or more are required to certify compliance or non-compliance with this provision by submitting the attached "**Buy America Certificate**", with the proposal.

5.11 Remedies/Sanctions for Breach of Contract

Pursuant to the Contract, the AGENCY may terminate the Contract if the successful Proposer breaches the terms or violates the conditions of the Contract, and does not cure such breach or violation within the specified time period. The successful Proposer shall be liable for any and all costs incurred by AGENCY as a result of such default, including but not limited to re-procurement costs of the same or similar services defaulted by the successful Proposer under this Contract [49CFR 18.36(i)(2)].

5.12 Federal Prohibited Interest

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom {FTA Grant Agreement, Part II, Sec. 114 (m)}.

5.13 Lobbying

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "**New Restrictions on Lobbying.**" Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

If the successful offeror, and/or primary Sub-contractor, did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to AGENCY. Form is available upon request.

5.14 Clean Air Requirements

The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The CONTRACTOR agrees to report each violation to the AGENCY and understands and agrees that the AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5.15 Clean Water Requirements

The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The CONTRACTOR agrees to report each violation to the AGENCY and understands and agrees that the AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5.16 Cargo Preference

The CONTRACTOR agrees to the following clauses for the purchase of equipment, materials or commodities that may be transported by ocean vessel in carrying out the project:

- A. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and to AGENCY (through the CONTRACTOR in the case of a Sub-contractor's bill-of-lading).
- C. To include these requirements in all sub-contracts issued pursuant to this Contract.

5.17 Fly America Requirements

The CONTRACTOR agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

5.18 State Labor Provisions/ Labor Compliance/ Contract Work Hours and Safety Standards Act

1. Prevailing Wage Rates: Attention is directed to the requirement that no less than the Prevailing Wage Rates shall be paid on this project. Certified Payrolls on AGENCY-approved State forms are required for all workmen. Rates of pay will be current State of California, as shown in the "General Prevailing Wage Rate" Manual as determined by the State Director of Industrial Relations.

CONTRACTOR agrees to abide by the provisions of the State Labor Code, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations. FTA Grant Agreements, part II, section 119 (a).

Pursuant to the provisions of Section 1770 of the California Labor Code of the State of California, not less than the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, shall be maintained at all times during the course of the Contract. These rates are made a part of this Contract by reference. The CONTRACTOR shall comply with Section 177.5 of the Labor Code of State of California for all apprentice-able occupations.

2. Labor Compliance: It is the policy of AGENCY that all CONTRACTORS and Sub-contractors engaged in public works construction shall adhere to applicable laws and regulations. In accordance with this policy, for the duration of this Contract, AGENCY shall institute a labor compliance program to monitor compliance. The CONTRACTOR shall cooperate fully with Labor Compliance monitoring efforts and the representatives engaged in this effort.

Because this project is subject to the provisions of State and Federal law governing public works contracts, all pertinent statutes and regulations are hereby incorporated by reference into this document as if set forth in their entirety, including Copeland Anti-Kickback Act requirements of 29 CFR part 3, Davis-Bacon and Related Act requirements of 29 CFR parts 1, 3, and 5, and Contract Work Hours and Safety Standards Act requirements of Section 107, 40 U.S.C. § 333 and 29 CFR part 1926. CONTRACTORS and Sub-contractors by entering into, or performing work under, this project agree to comply with all provisions of the law that apply to public works. It is the responsibility of the CONTRACTOR to obtain and adhere to the latest edition of the statutes and regulations **including, but not limited to, the following:**

- A. **Apprentices** - All apprentices employed on this project shall be bona fide apprentices registered with the State of California, Division of Apprenticeship Standards.
 - B. **Certified Payroll** - All CONTRACTORS shall submit weekly certified payroll records for all laborers and mechanics furnishing labor to the project not later than ten calendar days after the closed payroll period.
 - C. **Payment Of The Prevailing Wage** - The CONTRACTOR and all Sub-contractors under him shall pay not less than the specified prevailing wage rate to all workmen employed in the execution of the contract.
 - D. **Working Hours** - The CONTRACTOR shall pay workers employed on the Contract not less than the appropriately specified straight time and overtime prevailing wages for all hours worked.
 - E. **Employee Interviews** - AGENCY, through its representatives, will conduct weekly on-site interviews of workers employed on the Contract. The interviews shall be conducted without the interference or obstruction of the CONTRACTOR. No worker who is interviewed is to be threatened, coerced, or intimidated.
3. Violations: AGENCY will take cognizance of violations of the prevailing wage and public works laws committed during the course of this Contract. Such evidence of violation may result in the assessment of penalties and forfeitures to the fullest extent allowed by law

until compliance has been strictly effectuated. AGENCY may suspend or terminate a contract, or debar a CONTRACTOR from future contracts, for breach of the Labor Compliance Requirements.

4. Contract Work Hours and Safety Standards Act

- A. **Overtime requirements** - No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.
- C. **Withholding for unpaid wages and liquidated damages** - AGENCY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
- D. **Subcontracts** - The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- E. **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide

fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

5.19 Seismic Safety

The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

5.20 Safety and Health Regulation

The CONTRACTOR agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 333, and applicable U.S. Department of Labor regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the CONTRACTOR agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions. The CONTRACTOR also agrees to include the requirements of this section in each subcontract.

5.21 Federal Energy Conservation Requirements

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5.22 Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

The CONTRACTOR also agrees to include these requirements in each sub-contract.

5.23 Access Requirements for Individuals with Disabilities

The Prime CONTRACTOR and all Sub-contractors on this project are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; section 16 of the Federal Transit Act, as amended, 49 U.S.C.A. § 1612; and the following regulations and any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- D. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19.
- G. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

5.24 Privacy Act

The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a.

The CONTRACTOR also agrees to include these requirements in each sub-contract.

5.25 Prohibited Interest

No Council member, officer, or employee of the AGENCY or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such

interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of California.

5.26 Drug-Free Workplace

The CONTRACTOR, and all Sub-contractors, must certify that they have a drug-free workplace and comply with Government Code Section 8355 (**Certification of Drug-Free Workplace**).



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE, LS
Director, County Surveyor

Chris Brady, PE
Deputy Director - Design/Survey/Fleet Maintenance

Frederic Clark, PE, LS
Deputy Director - Development/Traffic

David Leamon, PE
Deputy Director - Construction Administration/Operations

Letli Ortiz
Senior Business and Finance Manager

www.stancounty.com/publicworks

Mr. Barrio,

Stanislaus County Public Works Transit Division has received your request for the use of Two (2) options via Assignment OmniTrans Contract No. MNT15-103 Remanufactured CNG Transit buses.

Stanislaus County Public Works Transit Division is in agreement and exercises the assignment of Two (2) options of Contract No. MNT 15-103 to Montebello Bus Lines.

Best Regards,

A handwritten signature in blue ink, appearing to read "J. Portillo".

Juan Portillo
Associate Transit Planner
Stanislaus County Transit Division
1010 10th Street, Suite 4204
Modesto, CA 95354
portilloj@stancounty.com
209-525-7504



August 1, 2018

Tom Barrio
Montebello Bus Lines
400 South Taylor Ave.
Montebello, CA 90640 US

Subject: Quotation for Heavy Duty Low-Floor Compressed Natural Gas Transit Buses

Dear Mr. Barrio,

New Flyer is pleased to submit an option price quotation for the production of two (2) 40' CNG buses based on New Flyer's contract with OmniTrans.

The proposed buses will be technically configured as SR- 2241 including additional changes listed under Section 2 of our proposal submission.

The price for two (2) buses is **\$ 603,112.99 per bus.**

We want to take this opportunity to highlight key elements of our proposal:

Warranty: New Flyer exceeds industry standard warranties in many areas such as 5 year / 300,000 miles warranty for axle (Standard warranty is 2 years) and our multiplex warranty is 3 years/150,000 miles (Standard competitor warranty is 1 year/50,000 miles). Please refer to Section 3 of our proposal for information regarding our warranty proposal.

Publications: Our New Flyer Publications professionals combine extensive, hands-on technical experience with exceptional writing, illustrating and publishing skills to create the industry's benchmark in maintenance manuals. Supplying accurate information in a timely manner assists the customer in the performance of proper bus maintenance, which in turn, adds to the overall reliability and lifetime value of each New Flyer bus on the road. Please refer to Section 4 of our proposal for details.

Delivery Proposal: New Flyer is proposing a complete delivery by the end of Q3 2019 based on receipt of a Notice to Proceed within 30 days of this submission.

Payment Terms: Following the terms and conditions of New Flyer's contract with OmniTrans our proposed payment terms are as follows:

- Payment terms are Net 30 days
- Acceptance is within 15 days of delivery

This is a very important project to us as it allows us the opportunity to continue to build on the strong relationship we have enjoyed with Montebello. It also affords us the opportunity to deliver to you, once again, some of the most advanced vehicles available in North America. We thank you for your continued interest in New Flyer products and look forward to working with you in the near future.

The quotation is open for acceptance for thirty (30). Please indicate your acceptance by submitting a Purchase Order to the attention of Ryan Childe, Technical Sales Manager, at ryan_childe@newflyer.com.

Sincerely,



RYAN CHILDE
Technical Sales Manager

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**QUOTATION FOR HEAVY DUTY
LOW-FLOOR CNG TRANSIT BUSES**

SECTION 1

Contents:

Title	Submission Requirements
Price Change Summary:	Attached is our price change summary.



Price Change Summary

Property:	Montebello
Option Origin:	OmniTrans Contract and SR-2241
Sales Release No.:	TBD
Quantity:	2
Type:	XN40
Price Change No.:	1
Revision:	A
Date:	01-Aug-18

	Each	Total
Original Contract Price Base Coach	\$ 578,300.00	\$ 1,156,600.00
Base Bus Price Change Total	\$ 24,812.99	\$ 49,625.97
Contract Spares Base Bus Price Change Total	\$ -	\$ -
Revised Price Base Bus (including ADA & delivery)	\$ 603,112.99	\$ 1,206,225.97



**QUOTATION FOR HEAVY DUTY
LOW-FLOOR CNG TRANSIT BUSES**

SECTION 2

Contents:

Title	Submission Requirements
Price Detail Sheet	Attached is our price change details sheet. This sheet includes all price changes that are required from the base bus price to the proposed configuration as requested.



Price Change Detail

Property:	Montebello
Option Origin:	OmniTrans Contract and SR-2241
Sales Release No.:	TBD
Quantity:	2
Bus Type:	XN40

Price Per Coach						
Price Change Type	Reference No.	Option No.	Option Group	SRCR No.	Description	Total
Base Bus Price Change	1	PPI	Producer Price Index		Add PPI from last proposal of April 2017 (SR-2241) to current projected March 2018 @ 1.76%	\$ 10,178.08
	2	600	Customer Options	171785	Customer has requested an additional trash container, same as Omnitrans (per SR-2241)	\$ 102.64
	3	219	Engine	171556	Change to the Cummins L9N 2018 engine (per SR-2241)	\$ 8,572.04
	4	205	Tires	171940	Spare Wheel as a Contract Spare - QTY 13 (per SR-2241) - price amortized over 2 buses	\$ 2,980.30
	5	705	Contract Spares	171941	Customer requests pricing for one Spare W/C Lift. (per SR-2241)	\$ 2,259.15
	6	705	Contract Spares	180172	Customer would like to purchase 66 of the attached drawings/Trash Container. (per SR-2241) - price amortized over 2 buses	\$ 720.78
Base Bus Price Change Total						\$ 24,812.99
Grand Total						\$ 24,812.99



**QUOTATION FOR HEAVY DUTY
LOW-FLOOR CNG TRANSIT BUSES**

SECTION 3

Contents:

Title	Submission Requirements
Warranty Proposal:	Please refer to attached details regarding our warranty proposal.

CONTRACT DELIVERABLES LIST		Warranty		
CUSTOMER NAME	Montebello			
BID NUMBER	2018-033			
BUS MODEL	XN40			
QUANTITY	2			
MAJOR COMPONENT DESCRIPTION	BASE AND EXTENDED WARRANTY			COMMENTS
	PROVIDER	YEARS	MILEAGE	
Base Bus Warranty	New Flyer of America	1	50,000	Excluding scheduled maintenance items, acts of nature, or normal consumables
Basic Bus Structure	New Flyer of America	3	150,000	Body, and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier.
Chassis Structure (Integrity)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures.
Chassis Structure (Corrosion)	New Flyer of America	12	500,000	Consists of all components that are welded together to form the main frame (skeleton) and body construction. The corrosion guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken.
Engine	Cummins	5	300,000	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Transmission	Allison	5	300,000	All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document.
Axle (Front and Rear)	MAN	5	300,000	Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.
A/C	Themo King	3	unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Brake System	New Flyer of America	2	100,000	Friction Material Excluded
Destination Signs	Aesys	10	unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.
Door Systems	Vapor	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
Air Compressor	Cummins	2	unlimited	
Wheelchair Lift	New Flyer of America	3	150,000	
Starter	New Flyer of America	2	100,000	Warranty covers parts only
Electrical System	Vansco	3	150,000	Excluding maintenance items & items that are not covered by the OEM's warranty
LED Headlights	J.W.Spaker	6	unlimited	Some limitations and exclusions may apply - Please see manufacturer's warranty document.
Towing	New Flyer of America	1	50,000	
Handling Charge 15%	New Flyer of America	5	unlimited	
Alternator	EMP	2	100,000	
Air Dryer	Bendix	1	100,000	
Paint	Dupont	5	unlimited	



**QUOTATION FOR HEAVY DUTY
LOW-FLOOR CNG TRANSIT BUSES**

SECTION 4

Contents:

Title	Submission Requirements
Publications:	Please refer to attached details regarding our publications package.

CONTRACT DELIVERABLES PROPOSAL		PUBLICATIONS	
PRIMARY CUSTOMER NAME	Montebello		
PUBLICATIONS CUSTOMER NAME	City of Montebello		
BUS MODEL	XN40		
QUANTITY	2		
New Flyer Bus Publications			
DESCRIPTION	CUSTOMER DELIVERY	UPDATES (years)	COMMENTS
Final Emergency Responder Guide (8.5x11 laminated paper)	With First Pilot Bus Delivery	6	Emergency information to be on board each bus
Final Operator's Guide	With First Pilot Bus Delivery	6	
Final Parts Manual	Within 30 Days AFTER First Bus Delivery	12	
Final Service Manual	Within 30 Days AFTER First Bus Delivery	6	
Final System Drawings Manual (11x17 3-hole regular paper)	Within 30 Days AFTER First Bus Delivery	6	
Final Parts Manual Parts Data List	Within 30 Days AFTER First Bus Delivery	6	
Final TIV DVD (Bus Manuals in PDF on DVD)	Within 30 Days AFTER First Bus Delivery	12	Includes Bus Manual on one CD
OEM Supplier Publications			
DESCRIPTION	CUSTOMER DELIVERY	UPDATES (years)	COMMENTS
Cummins L9N (CM2380) 2017EPA Engine OEM Vendor Manual Set (includes only the following)	Within 30 Days AFTER First Bus Delivery or Soon After Receiving From OEM Supplier		
Custom Parts Manual	"	N/A	
Custom Parts Manual PDF file	"	N/A	*
Fault Code Troubleshooting Manual (Vol 1 - 3)	"	N/A	
Service Manual (Vol 1 - 2)	"	N/A	
Operation & Maintenance Manual	"	N/A	
Owners Manual	"	N/A	
Allison Transmission B300/400/3400xFE Gen 5 OEM Manual Set (includes only the following)	Within 30 Days AFTER First Bus Delivery or Soon After Receiving From OEM Supplier		
Service Manual - Gen 4/5	"	N/A	*
Parts Manual - Gen 4/5	"	N/A	*
Troubleshooting Manual - Gen 4/5	"	N/A	*
Principals of Operation Manual - Gen 5	"	N/A	*
Quick-Tech Troubleshooting Guide - Gen 5	"	N/A	*
Mechanics Tips - Gen 5	"	N/A	*
Operator's Manual - Gen 5	"	N/A	*
MCC HVAC OEM Manual Set (includes only the following)	Within 30 Days AFTER First Bus Delivery or Soon After Receiving From OEM Supplier		
ECO Series Operation & Service Parts Manual	"	N/A	*
Compressor Operation & Service Parts Manual	"	N/A	*
EMP Cooling System OEM Manual (includes only the following)	Within 30 Days AFTER First Bus Delivery or Soon After Receiving From OEM Supplier		
EMP MH4 Cooling System Service Manual	"	N/A	*
EMP MH4 Cooling System Troubleshooting Manual	"	N/A	*
WABCO ABS System OEM Manual (includes only the following)	Within 30 Days AFTER First Bus Delivery or Soon After Receiving From OEM Supplier		
ABS Maintenance Manual	"	N/A	*
Destination Sign OEM Manual Set (includes only the following)	Within 30 Days AFTER First Bus Delivery or Soon After Receiving From OEM Supplier		
AESYS User Manual	"	N/A	*
MGM eStroke OEM Manual Set (includes only the following)	Within 30 Days AFTER First Bus Delivery or Soon After Receiving From OEM Supplier		
RS-232 Diagnostics Program Guide	"	N/A	*
AVA/AVL System OEM Manual Set (includes only the following)	Within 30 Days AFTER First Bus Delivery or Soon After Receiving From OEM Supplier		
Avail Service Manual	"	N/A	*
Amerex FS> System OEM Manual Set (includes only the following)	Within 30 Days AFTER First Bus Delivery or Soon After Receiving From OEM Supplier		
V25ABC System Operation & Maintenance Manual	"	N/A	*
SafetyNet Controller Operation & Maintenance Manual	"	N/A	*
Vansco Multiplexing System OEM Manual (includes only the following)	Within 30 Days AFTER First Bus Delivery or Soon After Receiving From OEM Supplier		
Hardware User Guides	"	N/A	*
Software User Guides	"	N/A	*



**QUOTATION FOR HEAVY DUTY
LOW-FLOOR CNG TRANSIT BUSES**

SECTION 5

Contents:

Title	Submission Requirements
Spare Parts:	Spare parts will be provided same as SR-2241.



**QUOTATION FOR HEAVY DUTY
LOW-FLOOR CNG TRANSIT BUSES**

SECTION 6

Contents:

Title	Submission Requirements
Delivery:	Our delivery proposal is based on delivering all units by the end of Q3 or 2019.



QUOTATION FOR HEAVY DUTY LOW-FLOOR CNG TRANSIT BUSES

SECTION 7

Contents:

Title	Submission Requirements
Payment Terms:	Payment Terms are per our current contract with OmniTrans

Terms:

- Payment terms are Net 30 days
- Acceptance is within 15 days of delivery



**QUOTATION FOR HEAVY DUTY
LOW-FLOOR CNG TRANSIT BUSES**

SECTION 8

Contents:

Title	Submission Requirements
Technical Information	Technical Summary

Option#	Description	Value Description (blank means unset)
100-002	XCELSIOR COACH LENGTH	Xcelsior - 40' coach.
100-003	STRUCTURAL MATERIAL	(B),Structural material - carbon steel/ferritic sst.
100-004	FUEL/PROPULSION SYSTEM	Propulsion system - L9N CNG engine.
100-004b	EPA CERT YEAR,FIRST COACH OF SR	EPA CERT YEAR,FIRST COACH OF SR - 2018
100-004ba	EPA CERT YEAR,FINAL COACH OF SR	EPA CERT YEAR, FINAL COACH OF SR - 2018
100-008	ARB STANDARD	(A),Air Resources Board (ARB) Standard - required.
100-009	POWERTRAIN CAN BAUD RATE	(S),Powertrain CAN Baud Rate - 500kbps.
201-005	BUMPERS	(B),Bumpers - Romeo Rim, three piece, front and rear bumpers. Rear has anti-ride feature.
201-015	TOWING PROVISIONS	(B),Front tow eyes - basic set-up, incorporated in front chassis. Tow adapters are required.
203-005	FRONT AXLE	(B),Front axle - M.A.N. VOK-07-F, GAWR 15,873 lbs. With disc brakes. Hub mount, Knorr cylinders, Ferodo lining.
203-005b	SECUREMENT OF BRAKE LININGS	(S),Securement of brake linings - bonded.
203-005e	BRAKE WEAR INDICATION	(A),Brake wear indication - M.A.N. end of life indication is required.
203-005f	ELECTRONIC BRAKE STROKE MONITOR	(A),Electronic brake stroke monitor - MGM E-stroke system.
203-011	SHOCK ABSORBERS	(S),Shock absorbers - Koni.
203-014	FRONT STABILIZER BAR	(C),Front stabilizer bar provided - SR specific application is approved by NF Engineering.
203-050	FRT AXLE AND WHEEL SPLASH APRONS	(B),Front axle and wheel splash aprons - basic, full width, fore of axles and wheels.
204-005	REAR AXLE	(B),Rear axle - M.A.N. 4.56:1. Model HY-1350-F. GAWR 28,660. With disc brakes, hub mount, Knorr cylinder, Ferodo lining.
204-005d	REAR AXLE GEAR OIL	(A),Rear axle gear oil - synthetic.
204-070	REAR AXLE DRAIN PLUGS	(B),Rear axle drain plug - magnetic external hex head.
204-140	REAR AXLE MUD FLAP	(B),Rear axle mud flap - one aft of rear axle. (Requirement is determined by local climate, ice build-up, high ambient temperature.)
204-144	REAR WHEEL MUD FLAP	(B),Rear Wheel Mud flap - One aft of each rear wheel.
205-005	TIRES	(B),Tires - 305/70R/22.5, customer supplied Michelin X InCity Z (65 mph).
205-010b	WHEELS	(A),Wheels - Alcoa 22.5" x 8.25" aluminum. Polished Durabright finish both sides.
209-005	POWER STEERING PUMP	(B),Power steering pump - Ixetic (Luk) power steering pump powered off engine accessory drive.
209-005a	POWER STEERING HOSES	(S),Power steering hoses - NFIL (Manuli) Equator 2 and GH100 hose at steering box and NFIL (Manuli) Equator 2 in engine compartment.
209-008	POWER STEERING RESERVOIR	(S),Power steering reservoir - required.
209-008d	POWER STEERING DRAIN PLUG	(B),Power steering drain plug - magnetic plug.
209-010	POWER STEERING UNIT	(S),Steering box - Sheppard M110, power assisted, frame mounted.
209-060	POWER STEERING SYSTEM FLUID	(A),Power steering system fluid - synthetic.
219-001a	ENGINE,HP,TORQUE,TYPE	(S),Engine - Cummins L9N CNG, 280 horsepower with 900 LB FT torque. Uses a heat exchanger for the isolated cabin heating loop.
219-005a	ENGINE AIR COMPRESSOR	(B),Air compressor - Wabco HD 30.4, twin cylinder, turbo aspirated.
219-005b	STARTER (ELECTRIC)	(B),Electric starter - Delco 42MT, 24 volt heavy duty cranking motor, with PLC cut-out.
219-005f	CUMMINS DIPSTICK, LOCATION	(S),Cummins dipstick, location - static oil level indicator, on streetside of engine.
219-005g	ENGINE & TRANS FLUID FILL TAGS	(S),Fluid fill ID tags - for engine and transmission dipsticks.
219-005h	ROAD SPEED	(A),Road speed - top road speed is governed. Set at 55 MPH (89 KPH).
219-010	TRANSMISSION/HYBRID DRIVE	(B),Transmission - Allison B400R (with retarder).
219-010a	TRANSMISSION SHIFTING	(S),Transmission shifting - foot on brake enables shift when in neutral.
219-010b	ALLISON TRANSMISSION SPEEDS	(B),Allison transmission speeds - primary mode: 6 speed Performance, secondary mode: 6 speed Economy.

Option#	Description	Value Description (blank means unset)
219-010d	ALLISON NON-HYB TRANS RETARDER	(B),Allison non-hybrid transmission retarder - 1 stage from accelerator (25% retarder), 2 stages from brake pressure (66% and 100% retarder at 1 and 4 PSI).
219-010f	ALLISON TRANS FLUID LEVEL DISPLAY	(B),Allison transmission fluid level display - display provided.
219-010g	ALLISON TRANS AUTO-SHIFT TO NEUT	(C), Allison auto shift to neutral - Programmed as per customer specific requirements.
219-010h	ALLISON TRANSMISSION PROGNOSTICS	(A),Allison transmission prognostics - the ECU program has Prognostics set to ON and ENABLED. Prognostics: Oil Life Monitor, Filter Life Monitor, Transmission Health Monitor. Must use Transynd synthetic fluid.
219-010m	FUEL ECONOMY FEATURES	(B),Fuel economy feature - transmission is programmed for Neutral At Stop (NAS). Note:These Fuel Econ Features(219-010m/010ma/010mb)will be avail until April 1st 2018,going forward Fuel Sense packages(219-010mc)will be promoted
219-010mb	FUEL ECONOMY FEATURES	(B),Fuel economy feature - transmission is programmed for Dynamic Shift Sensing (DSS). Note:These Fuel Econ Features(219-010m/010ma/010mb)will be avail until April 1st 2018,going forward Fuel Sense packages(219-010mc)will be promoted
219-010md	NAS DEACTIVATION	(B),Neutral at stop deactivation - brake release.
219-010pa	FLUID,ALLISON TRANS	(B),Transmission fluid - Transynd synthetic.
219-025	AIR CLEANER	(B),Air cleaner - Cummins. Reusable housing with disposable cartridge/filter.
219-025a	AIR RESTRICTION INDICATOR	(B),Air restriction indicator - mounted directly on air intake tube.
219-035	EXHAUST SYSTEM	(S),SST Exhaust system - using muffler and tubing.
219-035a	EXHAUST TAIL PIPE ORIENTATION	(A),Exhaust tail pipe orientation - curved pipe pointing to rear.
219-035b	EXHAUST BLANKETS FOR CUMMINS DIESEL OR CNG	(B),Cummins Diesel / CNG exhaust blankets - provided for the exhaust tubes.
219-045	ENGINE SWITCH BOX	(B),Engine switch box - basic configuration with run control, start and engine compartment light switches. Located at curbside of center rear in engine compartment.
219-045b	ENGINE SPEED CONTROL AT SW BOX	(A),Engine speed control at engine switch box - Morse throttle (controls engine RPM).
219-050	ENGINE COMPT GAUGES,BASIC	(S),Engine compartment gauges - CAN communicator programmable to multiple functions. Located at engine switchbox.
219-075	ALTERNATOR	(B),Alternator - EMP Power 450.
219-090	P-CLIPS,ENGINE COMPT & HVAC	(B),Engine compartment and HVAC system p-clips - UMPKO SST with high temperature boxed silicon cushion provided to secure air and fluid lines to structure.
219-175	BELT GUARD	(B),Belt guard - the engine pulley guard is provided with hinges. Yellow powdercoated.
219-175a	BELT GUARD LATCHING	(B),Belt guard latching - rubber hood latch.
219-195	OIL SAMPLING	(A),Oil sampling - using push button engine and transmission probalizer fittings.
231-005	RADIATOR,CAC,HYDR FLUID COOLER	(B),Radiator - EMP MH4 GEN4 with full diagnostic capabilities. 4 x 15" fans.
231-005g	RADIATOR REVERSE FAN SW & DIAG LAMP	(S),Radiator reverse fan switch & diagnostic lamp - located at engine switch box.
231-020	SURGE TANK	(B),Surge tank - Dual cylindrical SST tanks with isolated cabin heating loop.
231-020a	LOW COOLANT CONDITION	(B),Low coolant indication/sensors - an early warning(maintenance) sensor at the surge tank signals the instrument panel Low Coolant telltale. A lower(derate) sensor signals engine shutdown and the Check Engine and Low Coolant telltales.
231-020b	SURGE TANK PRESSURE TEST PORT	(B),Surge tank pressure test port - provided.
231-020d	SURGE TANK PRESSURE RELIEF VALVE	(B),Surge tank pressure relief valve - Radiator cap (LEV-R VENT), built into surge tank cap.
231-020e	SURGE TANK SIGHT GLASS	(S),Surge tank sight glass - graduated sight glass (glass material).
231-040	RAD TUBES	(S),Coolant tubes - SST.
231-075	COOLANT FLUID/ANTIFREEZE	(B),Coolant fluid / antifreeze - 50/50 pre-mixed distilled water with ethylene glycol with anti-corrosion additive and bittering agent. Pink fluid.
231-085	TRANSMISSION/HYBRID DRIVE OIL COOLER	(S),Transmission oil cooler - B400 Rocore without sump
231-085a	TRANSMISSION/HYBRID OIL COOLER HOSES	(S),Transmission / hybrid drive oil cooler hoses - NFIL (Manuli) Equator 1.
231-120	COOLANT RECOVERY TANK	(S),Coolant Recovery tank - required.
234-005	WATER FILTER	(B),Water filter - not required.

Option#	Description	Value Description (blank means unset)
241-040	CNG FUEL TANKS	(B),CNG fuel tanks - for US 35' or 40' coach. Includes six Hexagon Lincoln All Carbon Fiber(ACF) 15.7" OD x 120" long CNG roof mounted cylinders with OMB ESA 24V solenoid valve. Total system capacity is 19,770 scf at 3600 psi.
241-040a	CNG FUEL LINES	(B),CNG fuel fill lines - 1.00" SST lines with Swagelok fittings.
241-040b	CNG PRESSURE RELIEF DEVICE	(C),CNG pressure relief device - OMB York. Operating pressure: 0 - 3600 psi. Operating temperatures: -40 F to 180 F, thermal relief (nominal 230 F).
241-040d	CNG UNLOADER PROVISION	(B),CNG unloader provision - for Swagelok AFS valve with quick connect fitting.
241-040e	CNG FUEL FILL RECEPTACLES	(B),CNG fuel fill receptacle - for US customers: Sherex Series 3600 and 5000 receptacles set at 3600 psi. Compatible with Series 1000 and 5000 nozzles. With dust cap.
241-040g	CNG FUEL LINE IDENTIFICATION	(S),CNG fuel line identification - SST lines are labeled with yellow adhesive warning labels at every 36".
241-040h	CNG TANK ISOLATION VALVES	(C),CNG tank isolation valves - required.
241-045a	CNG FUEL FILL DOOR INTERLOCK	(B),CNG fuel fill door interlock - shuts down engine when fuel fill door is open. Prevents engine restart. Programmable timing details are required for Electrical.
241-045d	CNG PRESS INDICATOR@INSTR.PNL	(A),Low CNG indicator - lamp on instrument panel, triggers at 500 psi.
241-065a	CNG ROOF EQUIPMENT NON-SKID SURFACE	(B),CNG roof equipment, non-skid surface - provided where required.
246-001	AIR COMPRESSOR DISCHARGE LINE	(S),Air compressor discharge line - Teflon 2807 SST braided hose.
246-005	AIR TANKS	(B),Air tanks - two dual compartment ceiling mounted tanks combining wet tank and rear brake tanks, accessories tank and kneeling tank and a single front brake tank .
246-005b	AIR TANK DRAIN VALVES	(B),Air tank drain valves - manual.
246-015	KNEELING	(S),Kneeling - full front kneeling with rapid recovery.
246-015b	LEVELING VALVES	(S),Leveling valves - Barksdale.
246-020	DOOR INTERLOCK	(A),Door interlock - applied to exit door. Foot on brake to release interlock, applied via multiplex system programming.
246-040	DRIVER'S PARK BRAKE ALARM	(C), ,Driver's park brake alarm - a switch in the driver's seat cushion triggers the kneeling alarm to alert the driver that the park brake is not set. A light at the instrument panel is also activated, no audible alarm
246-040a	PARK BRAKE PRESSURE SETTING	(S),Park brake pressure setting - 40 psi auto-apply park brake valve. 60 psi pressure switch for park brake light activation.
246-060	AIR DRYER	(A),Air dryer - Bendix AD9 Tandem air dryer with IPC (Integrated Puraguard Cartridge).
246-060a	AIR DRYER LOCATION	(S),Air dryer location - behind the rear streetside wheelhouse, on the bulkhead.
246-060d	AIR DRYER VOLTAGE	(A),Air dryer voltage - 12 volt.
246-065	PARK BRAKE ACTUATION	(C), Park brake actuation - Mechanical valve with electrical solenoid and yellow guarded momentary toggle switch to apply the park brakes.
246-065a	PARK/EMERG BRAKE LOCATION	(S),Park brake control location - on side console panel.
246-105a	REAR AIR CHARGE FITTING LOCATION	(S),Rear air charge fitting location - routed to curbside of engine.
246-105b	REAR AIR CHARGE CONNECTOR TYPE	(B),Rear air charge connector type - male 1/4" NPT fitting.
246-105f	MUFFLER TANK,REMOTE DRAIN	(B),Muffler tank remote drain valve - required.
246-120	FRONT TOW CONNECTOR	(B),Front tow connector fitting - 1/4" male NPT fitting with tag.
246-120a	FRONT AIR CONNECTOR ARRANGEMENT	(B),Front air connector arrangement - located below the bumper, streetside.
246-125	FRONT AIR CHARGE CONNECTOR	(C), Front air charge connector - Series 10 fittings as per customer spec.
246-130	FLEXIBLE AIR LINES	(S),Flexible air lines - Synflex colour coded. Green: rear service brakes and supplies. Red: front service brakes. Brown: parking brake. Black: accessories and brake hose. Yellow: compressor and governor. Blue: suspension.
246-225	ABS	(S),ABS braking system - Wabco.
260-003	BATTERY VOLTAGE REGULATOR	(B),Battery voltage regulator - Transtech REG24A1 with Deutsch connector
260-003a	BATTERY VOLTAGE REGULATOR LOCATION	(B),Battery voltage regulator location - Mounted inside fuse box
260-005b	FOUR BATTERIES,TYPE / MFR	(C), Batteries - four Northstar AGM group 31 maintenance free batteries. 1150CCA. Top posts: 3/8" positive, 3/8" negative.
260-005d	BATTERY CABLES	(S),Battery cables - red heat shrink on 24 volt positive cable end and light blue heat shrink on 12 volt positive cable end.

Option#	Description	Value Description (blank means unset)
260-010	BATTERY TRAY	(S), Battery tray - slide out battery acid resistant polyethylene enclosure with SST sub frame, SST bearings and rubber isolation mounts. Located aft of the curbside rear wheelhouse. Note: battery access door opens to the side.
260-025	POSITIVE BATTERY DISCONNECT SW	(B), Positive battery disconnect switch - required with quick access through flip-open door. Uses a micro-switch for engine shutdown.
260-030	BATTERY VOLTAGE EQUALIZER	(A), Battery voltage equalizer - Vanner 100 amp.
260-035	JUMP START MANUFACTURER/TYPE	(A), Jump start manufacturer/type - ANDERSON SB350 RED
260-035a	JUMP START LOCATION	(A), Jump start location - near the battery disconnect switch at the fusebox. Accessible via the flip-open door.
260-820	ROOF FAIRING / SKIRTS ENCLOSURE	(S), Roof fairing / skirt enclosure - CNG tank enclosure for XN's.
269-002	P.A. AMPLIFIER MFR / TYPE	(A), P.A. amplifier manufacturer / type - Speakeasy II hands-free system. A one piece module includes the amplifier and microphone.
269-002a	SPEAKEASY II MODULE LOCATION	(B), Speakeasy II module location - attached to the streetside A-pillar.
269-005	INTERIOR SPEAKER MFR	(B), Interior speaker manufacturer - TCB.
269-005b	PRIMARY INTERIOR SPEAKERS, QTY FOR 40'	(B), Primary interior speakers, quantity - six: four to light panels, two above rear bench.
269-010	EXTERIOR SPEAKERS, LOCATION	(B), Exterior speaker, location - at basic location above entrance. Includes baffled cover.
269-010a	EXTERIOR SPEAKER MFR	(B), Exterior speaker manufacturer - Shekonic.
273-005	HEADLIGHTS	(B), Headlights - NFIL Xcelsior LED low beam and high beam headlights.
273-005a	DAY RUN HEADLIGHTS	(B), Day run headlights - required.
273-005b	FRONT TURN SIGNALS	(S), Front turn signals - NFIL amber LED. Integrated with headlight assembly.
273-010	TAIL LIGHTS QTY PER SIDE	(A), Tail lights quantity per side - three.
273-010a	THREE TAIL LIGHT ARRANGEMENT	(A), Three tail light arrangement (top to bottom) - red (stop/tail), amber, white.
273-010b	TAIL LIGHTS MFR	(A), Red / amber tail light manufacturer - 7" Dialight LED.
273-010d	WHITE BACK-UP LIGHT MFR	(S), White back-up light manufacturer - 4" Dialight LED.
273-010e	STOP LIGHTS ON WITH RTRDR/REGEN BRAKE	(B), Stop light activation by transmission retarder / regenerative braking - required.
273-010f	STOP LIGHTS ON WITH PARK BRAKE OR INTERLOCK	(S), Stop light activation - when park brake or interlock are engaged.
273-015	CENTER STOP/DECEL LIGHTS	(C), Center stop lights - Three 18" X 1" Dialight LED above engine door.
273-020	SIDE TURN SIGNALS, TYPE / QTY PER SIDE	(B), Side turn signals, type and quantity per side - 2 amber Dialight LED with guards. Lamps are at fore of all wheelhouses except curbside front which is aft. For non-60' coaches.
273-025	KNEELING/RAMP LIGHT AT ENTRANCE	(S), Kneeling / ramp deployment warning light at entrance - 2.5" Dialight LED.
273-035	MARKER / CLEARANCE LIGHTS	(B), Marker and clearance lights - Dialight LED without guard all around.
273-040	REFLECTORS	(B), Reflectors - self-adhesive decals installed at NFIL basic positions.
273-045	REAR LICENSE PLATE LIGHT	(C), Read license plate light - 2 Dialight LED in aluminum housing.
273-050a	TIMED SHUT-OFF, ENTR AREA LIGHTS	(B), Timed shut-off of entrance area lights (interior and/or exterior) - the program is set to shut the lights off when the door closes.
273-055a	TIMED SHUT-OFF, EXIT AREA LIGHTS	(S), Timed shut-off of exit area lights (interior and/or exterior) - the program is set to shut the lights off five seconds after the door closes.
277-005	INTERIOR PASSENGER LIGHTING	(B), Interior passenger lighting - TCB LED, 24 VDC.
277-005f	INT LED LIGHT FUNCTIONALITY	(C), Interior LED light functionality - First bank of light on each side turn on when entrance door is opened and off when door is closed. With Clever Board dimming option on all banks.
277-010a	TINTED LED PASSENGER LIGHT COVERS	(B), Tinted LED passenger light covers - white for all lights.
277-015	FAREBOX LIGHT	(C), Farebox light - one swivel light with a replaceable LED bulb.
277-020	DRIVER'S LIGHT	(B), Driver's light - one sealed 2.5" white high output LED light.
277-030	ENGINE COMPARTMENT LIGHTS	(B), Engine compartment lights - four 1.38" LED lights.

Option#	Description	Value Description (blank means unset)
277-035	REAR DECK STEP LIGHT	(S),Rear deck step light - LED.
277-040	INTERIOR DOOR HEADER LIGHTS	(B),Interior door header lights - one LED strip light (approx 18" long) provided above exit (if applicable) and entrance doors. With anti-glare shield.
277-055	EXIT AND ENTR MECH BOX SERVICE LIGHTS	(A),Exit (if applicable) and entrance mechanism box lights - LED with switch, at basic locations.
277-070	SIDE CONSOLE COMPT SERVICE LIGHT	(A),Side console compartment service light - LED light.
277-070a	REAR PLC AND FUSEBOX SERVICE LIGHTS	(S),Rear PLC compartment and fusebox lights - provided, LED.
280-001	PASSENGER SIGNAL CHIMES, FOR NON-60'	(B),Passenger signal chimes - one basic electronic chime above driver. Chime has single tone which sounds once for regular activation, twice for wheelchair positions.
280-006	TOUCHTAPE PASSENGER SIGNALS	(A),Touchtape passenger signals - yellow with Phillips hardware. Installed on all pier panels aft of front wheelhouses.
280-006b	TOUCHTAPE ON HARNESS COVERS	(A),Touchtape on harness covers - applied to all harness covers.
280-015	PASS SIGNAL AT WHEELCHAIR POSITIONS	(A),Passenger signals at wheelchair positions - touch pads.
284-001	ELECTRONIC CONTROL SYSTEM	(S),Electronic control system - Vansco.
284-001a	SYSTEM VOLTAGE	(S),System voltage - 24 VDC primary, 12 VDC secondary.
284-001b	SWITCHES	(S),Switches - water resistant.
284-001d	SPARE INPUT/OUTPUT PORTS	(S),Spare I/O (Input/Output) ports for multiplex system modules - minimum 10% input and 10% output.
284-005	SIDE CONSOLE LIGHTING	(A),Side console lighting - LED lamps.
284-005g	HAZARD WARNING LIGHTS	(S),Hazard warning lights - front, side and rear lights flash for hazard warning.
286-001	INSTRUMENT PANEL	(B),Instrument panel - LCD display screen. Acrylic material with luminescent lighting, with Vansco Instrument Panel Cluster module.
286-001a	SHIFT SELECTOR LOCATION	(S),Shift selector - located on instrument panel.
286-001b	EXTERIOR LAMP TEST	(S),Exterior lamp test - simultaneously depress both turn signals.
286-010a	SPEEDOMETER	(S),Speedometer - part of Vansco instrument panel cluster. Set to display miles. With odometer (the display can be toggled to show Trip1, Trip 2, engine hours).
286-010b	AUDIBLE SOUND,TURN SIGNALS/HAZARDS	(B),Turn signal and hazard warning audible sound - using click sound for turn signal and for hazard warning.
286-010e	BRK/ACCEL INTERLOCK DEACTIV WRNG	(A),Brake accelerator interlock deactivated warning - provided by audible alarm and separate red warning lamp on instrument panel. (Must have in California.)
286-055	DOOR MASTER SWITCH LOCATION	(A),Door master switch location - installed in destination sign compartment.
286-055a	RETARDER DISABLE SWITCH LOCATION	(C),Retarder disable switch location - inside destination sign compartment.
286-065	SILENT ALARM	(A),Silent alarm - required.
286-065a	SILENT ALARM SW LOCATION	(A),Silent alarm switch location - at side console.
286-070	DIAGNOSTIC PLUG-IN LOCATION	(C),Diagnostics plug locations - part of central data access, in lower SDS box, also includes the E-Stroke connector.
286-NEW	NEW OPTION,286 GROUP	(C), Twilight sensor on dash required - Automatically turns headlight on to full intensity. Also illuminates IP and side console lights.
289-001	SECUREMENT OF HARNESSES	(B),Securement of harnesses - hellerman tyton clamps, with Panduit releasable cable ties.
296-001	WIRING DECAL,REAR PLC AND FUSEBOX	(S),Wiring decal, rear PLC and fusebox - provided, laminated.
304-001a	EXTERIOR PAINT TYPE	(S),Exterior paint type - Axalta Imron Elite high solids polyurethane.
304-001d	PAINTED JACK PADS	(A),Painted jack pads - Safety Yellow.
304-010	CORROSION PROTECTION	(B),Corrosion protection - grit blasted frame, moisture cure zinc-rich primer (applied for 12 year warranty protection), anti-chip undercoating, corrosion preventive coating sprayed inside frame tubes up to roof line.
304-015	EXTERIOR LOGOS,NFIL	(C), New Flyer exterior logos - New Flyer emblems shipped loose.
304-015b	EXT DECALS,CUSTOMER SPECIFIC	(C),Exterior decals, customer-specific - as per spec/MRL.
304-020	NFIL SAFETY AND MAINTENANCE DECALS	(A),New Flyer safety and maintenance related decal package - safety decals in English /Spanish, maintenance decals in English.

Option#	Description	Value Description (blank means unset)
304-020b	INTERIOR PASSENGER RELATED DECALS, LANGUAGE	(A), Interior passenger related decals, language - English / Spanish.
304-020d	INTERIOR FLEET NUMBER DECALS	(B), Interior fleet number decals - required.
304-025	KNEELING / RAMP DECALS	(B), Kneeling / ramp decals - NFIL basic ramp & kneeling decal (red on white) and an arrow decal (red and black) provided near the kneeling / ramp deployment lights.
304-030	AIR TANK DECALS	(C), Air tank decals - Aluminum nameplates with black lettering on white backgrounds.
304-035	EXT FLEET NUMBERS, NON-ROOF	(B), Exterior fleet numbers, non-roof - required (reflective or non-reflective as per spec).
304-035a	EXTERIOR FLEET NUMBERS, ROOF	(A), Exterior fleet numbers, roof - required (reflective or non-reflective as per spec).
306-005	FIRE EXTINGUISHERS	(B), Fire extinguisher - 5 lb ABC class. With gauge, hose and mounting bracket. UL compliant for US customers.
306-005a	FIRE EXTINGUISHER LOCATION	(C), Fire extinguisher location - mounted vertically on the forward face of the driver's barrier above driver's storage box.
306-010	SAFETY TRIANGLES	(B), Safety triangles - triangle reflector.
306-010a	SAFETY TRIANGLE LOCATION	(C), Safety triangle location - kit installed in driver's locker behind driver's seat.
306-NEW	NEW OPTION, 306 GROUP	(C), Fire extinguisher inspection tags - required.
350-001	DRIVER'S PEDALS, POSITION / TYPE	(A), Driver's pedals positions / type - adjustable pedal assembly.
350-002b	ADJUSTABLE PEDAL BRAKE/THROTTLE ANGLE	(B), Brake / Throttle pedal angle - brake set at 45 degrees, throttle at 45 degrees from pedal to floor.
350-005	BRAKE VALVES	(S), Brake valve - E6.
350-015	TURN SIGNAL SWITCHES	(B), Turn signal switches - basic switches, floor mounted.
350-015a	DIMMER SWITCH	(B), Dimmer switch - basic foot switch.
350-015b	P.A. SYSTEM SWITCH	(A), P.A. system switch - Speakeasy system foot switch.
350-015d	HAZARD WARNING LIGHT SW LOCATION	(B), Hazard warning light switch location - on side console.
350-030	STEERING COLUMN	(C), Steering column - TRW steering column
350-030a	STEERING WHEEL	(C), Steering Wheel - 2 spoke, 16" diameter, hard padded.
350-035	DUAL HORN	(S), Dual horn - provided with splash shield.
400-001a	JACKING / LIFTING PADS	(B), Jacking / lifting pads - 4" diameter round pads at front and rear chassis.
420-005	DEFROSTER ACCESS DOOR	(B), Defroster access door - top hinged with two gas struts, quarter turn chrome plated 5/16" square key latches.
420-010	EXTERIOR SIDE PANELS	(S), Exterior lower side panels - fiberglass.
420-035a	CURB & STREET ENG, S/CONS DOORS, STRUTS	(B), Struts for curb and street side engine compartment, side console access doors - supported by gas struts.
420-035b	CURB & STREET ENG COMPT, BATTERY DOORS, LATCHES	(B), Curb and street side engine compartment doors, latches - quarter turn chrome plated 5/16" square key latches. Also, used for the separate battery access door.
420-035d	CURB SIDE ENGINE COMPT DOOR	(B), Curb side engine compartment door - includes battery disconnect switch access door (using a gas strut). Also includes CNG fuel fill access door.
420-035e	BATTERY COMPARTMENT DOOR	(B), Battery compartment door - solid door located aft of the curb side rear wheel, separate from the engine compartment.
420-035f	STREET SIDE ENGINE COMPT DOOR	(B), Streetside engine (radiator) access door - with wavy screen.
420-040a	SURGE TANK DOOR	(B), Surge tank door - basic hinged door.
420-045	SIDE CONSOLE DOOR LATCHES	(B), Side console door latches - quarter turn chrome plated 5/16" square key quad latches.
420-050	ENGINE DOOR	(A), Engine door - screened door with built-in handle.
420-050a	ENGINE DOOR STRUTS	(B), Engine door struts - two, the streetside strut has a locking mechanism.
420-050b	ENGINE DOOR LATCHES	(B), Engine door latches - quarter turn chrome plated 5/16" square key quad latches.
420-050e	REAR LICENSE PLATE RETENTION	(B), Rear license plate retention - centered with bottom retainer and two upper inserts.
420-060	RAIN GUTTER	(S), Rain gutter - .44" cross section bonded.
420-065	ROOF HATCHES / VENTS	(C), Two Spheros-Parabus skylights - 24" X 36", 9% light transmittance.

Option#	Description	Value Description (blank means unset)
420-065a	ROOF HATCH INSTRUCTION LANGUAGE	(A),Roof hatch instruction language - English / Spanish.
420-070	WIPERS	(B),Wipers - Comotech motors 24 volt electric with Smartrend wet arm wipers. Intermittent.
420-075	WINDSHIELD WASHER BOTTLE	(B),Washer bottle - 5 US gallon with electric powered pump.
420-075a	WINDSHIELD WASHER FILL LOCATION	(S),Windshield washer fill location - accessed via a flip-out door built into the exterior side console access door.
420-080	LOWER DRIVER'S VENT	(B),Lower driver's vent - provided.
420-120	FENDERS	(B),Fenders - molded polyurethane.
420-125	EXTERIOR UPPER REAR	(B),Exterior upper rear - louvered style fiberglass door for RR HVAC.
420-125a	EXT UPPER REAR DOOR STRUTS	(B),Exterior upper rear door, struts - two, non-locking.
420-125b	EXT UPPER REAR DOOR,LATCHES	(B),Exterior upper rear door, latches - quarter turn chrome plate 5/16" square key latches.
420-135	FRONT LICENSE PLATE LOCATION	(A),Front license plate location - on bumper towards curb side.
420-135a	FRONT LICENSE PLATE RETENTION	(A),Front license plate retention - retainer on bumper.
420-NEW	NEW OPTION,420 GROUP	(C), HVAC door decal mounting plates - Route number and decal mounting plates required on HVAC door.
421-010	INSULATION,SIDEWALL AND ROOF	(S),Insulation, sidewall and roof - polyisocyanurate foam. meets Docket 90 spec.
421-020	INSULATION,EXHAUST CAVITY	(S),Exhaust cavity insulation - Heat-resistant fiberglass mat.
421-030	ENGINE COMPARTMENT INSULATION	(S),Engine compartment insulation - noise reduction acoustical foam, retained by perforated aluminum panels
422-005	CEILING PNLS AFT OF FRT W/HS INCL RR PLC	(B),Ceiling panels aft of the front wheelhouses (including rear PLC) - Antique white plastic, SST trim.
422-005a	CEILING / HVAC COVER PANELS ABOVE FRT W/HS	(B),Ceiling / HVAC cover panels above front wheelhouses - Antique White fiberglass.
422-006	ENTRANCE/DRIVER'S AREA PANELS	(C), Entrance/driver's area panels - Black. Event marker mounting provisions are required.
422-006b	DRIVER'S CEILING PANEL MATERIAL	(B),Driver's ceiling panel material - melamine.
422-009	INTERIOR PIER PANEL MATERIAL	(B),Interior pier panel material - thermoplastic.
422-010	PIER PANEL COLOUR	(B),Pier panel colour - Antique white, thermoplastic.
422-015b	INTERIOR SIDEWALL MELAMINE	(C), Interior sidewall melamine color - Celeste Cashmere, 0.10" thick.
422-025	INTERIOR ENGINE COMPT ACCESS PANEL	(B),Interior engine compartment access panel - there is a single hinged panel under the rear seat.
422-035	INTERIOR UPPER REAR PANEL	(B),Interior upper rear panel - bulkhead panel covered with carpet / fabric material. With return air grille for RR mount HVAC system.
422-035a	CARPET / FABRIC,UPR REAR INT PANEL	(B),Upper rear interior carpeted / fabric panel - Charcoal Grey carpet with 1/2" plywood backing.
422-035e	C/S,S/S RR BULKHEAD ACCESS PANELS	(B),Curb and street side rear bulkhead access panels - carpeted DB plywood.
422-050a	HRNS/AIR LINE COVERS AT UPPER DECK	(B),Harness / air line covers at upper deck - painted flat black.
422-060	FRT DEST SIGN DOOR LATCHES	(B),Front destination sign door latches - short wing quad latches.
422-061	DRIVER'S OVERHEAD PANEL	(S),Driver's overhead panel - with locker.
422-061a	DRIVER'S LOCKER LATCH	(B),Driver's locker latch - short wing quad latch.
422-065	DRIVER'S COAT HOOK AND STRAP	(B),Driver's coat hook and strap - located on the forward face of the harness cover behind the driver.
422-070	SECURE DIAGNOSTIC STATION	(B),Secure diagnostic station - above street side front wheelhouse. Incorporates driver's barrier. With four Take One pockets. Quantity of trays as per customer and / or as per electronic equipment within compartment.
422-070a	SDS ENCLOSURE COLOUR	(B),SDS enclosure colour - Flat Black.
422-070b	SDS ENCLOSURE DOOR LATCHES	(C), SDS door latches - 2 square key locks and one locking paddle latch.
422-085	FRONT SUNVISOR / ROLLERBLIND	(C), Front sunvisor/rollerblind - Ship loose powered sunshade.

Option#	Description	Value Description (blank means unset)
422-090	SQUARE KEY T-HANDLE	(B), Square key t-handle - located at lower left of driver.
422-105	ENTRANCE MECHANISM BOX DOOR LATCH	(B), Entrance mechanism box door latches - two short wing quad latches.
422-160	GRAB HANDLE NEAR FRONT ROOF HATCH	(B), Grab handle near front roof hatch - required.
450-010	FLOORING	(B), Flooring - lower deck uses pressure treated NT ACQ plywood. Upper deck uses composite for step and floor to the rear wheelhouses and NT DB ACQ plywood to the rear.
450-013	DRIVESHAFT / TRANSMISSION ACCESS PANELS	(B), Driveshaft / transmission access panels - one panel only set in the floor to access the driveshaft.
450-025a	ALTRO FLOOR COVERING	(C), Altro floor covering - Capri TFCR 2760 (2.7 mm / 0.11" thick), for aisle and underseats.
450-025e	STEP TO UPPER DECK	(B), Step to upper deck - yellow anti-slip coating is applied to the edges and vertical faces of the step.
450-025f	STANDEE LINE	(B), Standee line - yellow.
450-025g	ENTRANCE NOSING	(B), Entrance nosing - nosing is 2" wide yellow anti-skid applied to the ramp.
450-025h	EXIT NOSING	(B), Exit nosing - 2.5" yellow nosing for Altro / Tarabus flooring.
450-025j	REAR SEAT RISER COVERING MATERIAL	(B), Rear seat riser covering material - same material and colour as used for the flooring.
450-030	DRIVER'S PLATFORM FLOORING	(A), Driver's platform flooring - Altro.
450-030a	DRIVER'S PLATFORM TRIM	(B), Driver's platform trim - SST.
450-045	OUTER WHEELHOUSES	(B), Outer wheelhouses - SST front and rear.
450-055	INTERIOR FRONT W/HOUSE (LUGG RACK) COLOURS	(B), Interior front wheelhouse (luggage rack) colours - Matte black, painted stipple. An LED aisle light is provided on the streetside. Also, SST scuff guards are provided.
460-005	WINDSHIELDS	(C), Windshield - 72% light transmittance green laminated. No shade bands.
460-005a	WINDSHIELD PROTECTIVE FILM	(B), Windshield protective film - required for coach delivery beyond a 500 mile radius of Final Assembly.
460-010	PASS / DRV'R'S WINDOWS MANUFACTURER	(B), Passenger and driver's windows, manufacturer - Arow Global non-flush mounted.
460-010b	NON-FLUSH PASSENGER WINDOWs	(B), Non-flush passenger windows - bottom is fixed, top tip-in.
460-010e	NON-FLUSH PASS WINDOW GLASS	(C), Non-flush window glazing- Thermoguard Blue Spruce, laminated with 70% light transmittance.
460-010g	NON-FLUSH WINDOW LOCKS	(B), Non-flush window locks - Locking set-screw.
460-010h	WINDOW FRAME COLOUR	(B), Window frame colour - all window frames are black anodized.
460-010j	WINDOW EMERGENCY EGRESS	(S), Emergency egress windows - minimum quantity based on FMVSS requirements or the customer spec, whichever is the greater of the two.
460-010k	SIDE DESTINATION SIGN WINDOWS	(C), Destination sign window - curb side. Fixed top, 70% LT and fixed bottom. Bottom matches passenger window glazing. (review 470 for side sign details).
460-010n	WINDOW GLAZING REPLACEMENT	(A), Window glazing replacement for servicing - rapid replacement.
460-010p	PASS WINDOW LINERS AND COATINGS	(C), Window liners and coatings - .12" acrylic liners on all windows.
460-010s	PASS WINDOW THICKNESS	(B), Passenger window thickness - 6 mm.
460-011a	DRIVER'S WINDOW, NON-FLUSH	(B), Driver's window, non-flush mounted - with fore and aft sliding sashes. The forward sash has exterior and interior handles. Non-egress.
460-011b	AFT SASH, NON-FLUSH DRIVER'S WINDOW	(B), Aft sash, non-flush driver's window - with interior handle and latch.
460-011d	DRIVER'S WINDOW GLASS	(C), Driver's window glazing - Thermoguard Blue Spruce heat treated, laminated glass. 70% light transmittance.
460-011e	DRIVER'S WINDOW SHADE BAND	(B), Driver's window shade band - not required.
470-001	DESTINATION SIGNS MFR / PROGRAM	(C), Destination sign mfr- AESYS system
470-001a	DEST SIGN CONTROL UNIT LOCATION	(B), Destination sign control unit location - under driver's overhead panel.
470-010	DESTINATION SIGN GLASS	(C), Front destination sign - laminated glass, colored 24 x 200.
470-025	CURB SIDE DEST SIGN LOCATION	(C), Curbside destination sign location - at the second window, aft of the entrance door. Amber LED 16X120

Option#	Description	Value Description (blank means unset)
470-035	REAR ROUTE SIGN, LOCATION	(A), Rear route sign - not required.
470-060g	AVAIL AVA SYSTEM	(A), Avail AVA system - full system installed by NFIL, including antenna(s), cabling, ground plates and all required system components as per customer spec.
470-060k	AVA/AVL LED SIGN & LOCATION	(A), AVA/AVL LED sign and location - required on the HVAC overhead enclosure.
470-075	NEW FLYER CONNECT-DIAGNOSTIC & MONITORING SYSTEM	(A), New Flyer Connect-Diagnostic & Monitoring - required with driver maneuver awareness system (DMAS).
470-NEW	NEW OPTION, 470 GROUP	(C), Fuel management system - AIM-2.
480-005	STREET SIDE MIRROR MANUFACTURER	(B), Street side mirror manufacturer - Hadley.
480-005a	HADLEY STREET SIDE MIRROR	(A), Hadley street side mirror - 10" x 11", 2/1 (upper portion is flat, smaller lower portion is convex).
480-005b	STREET SIDE MIRROR POWER OPTIONS	(A), Street side mirror power options - single remote control, heated. (If two pieces of mirror, then only the upper portion is remote controlled and heated.)
480-005e	STREET / CURB SIDE MIRROR W/TURN SIGNAL	(A), Street and curb side mirror with turn signal - LED, in mirror glass.
480-005f	STREET SIDE MIRROR ARM	(B), Street side mirror arm - basic, pull-back. Mirror arm is manually returned to its previously set position after deflection.
480-005g	STREET SIDE MIRROR MOUNT	(B), Street side mirror mount - low mount.
480-005h	STREET / CURB SIDE MIRROR VOLTAGE	(B), Exterior mirror voltage - 12 volt.
480-006	CURB SIDE MIRROR MANUFACTURER	(B), Curb side mirror manufacturer - Hadley.
480-006a	HADLEY CURB SIDE MIRROR	(A), Hadley curb side mirror - 10" x 11", 2/1 (upper portion is flat, smaller lower portion is convex).
480-006b	CURB SIDE MIRROR POWER OPTIONS	(A), Curb side mirror power options - single remote control, heated. (If two piece mirror, then only the upper portion is remote controlled.)
480-006e	CURB SIDE MIRROR ARM	(B), Curb side mirror arm - basic, pull-back. Mirror arm is manually returned to its previously set position after deflection. Mirror can be folded forward or backward for bus wash.
480-007	STREET / CURB SIDE HEATED MIRROR ACTIVATION	(A), Street and/or curb side heated mirror activation - switch at the side console.
480-010	INTERIOR MIRRORS, MANUFACTURER	(C), Interior mirrors, manufacturer - Hadley.
480-010a	DRIVER'S REAR VIEW MIRROR	(B), Driver's rear view mirror - 8" x 15", black, convex.
480-010b	SPOT MIRROR	(B), Spot mirror - 6" diameter flat mirror, located at curb side front.
480-010d	EXIT DOOR MIRROR	(B), Exit door mirror - convex, 12" diameter.
490-001	ENT DOOR DRIVE SYS	(A), Entrance door drive system - Electric
490-005	ENTRANCE DOOR	(B), Entrance door - Vapor slide glide.
490-005a	ENTR DOOR LIMIT SWITCH SET-UP	(A), Entrance door limit switch - solid state proximity switch.
490-005d	ENTRANCE DOOR MAGNETIC DUMP VALVE	(B), Entrance door magnetic dump valve - required, located at baseplate.
490-005f	ENTR/EXIT FRANG. COVER, LANGUAGE	(A), Entrance / exit door frangible cover instructions (for emergency release), language - English and Spanish.
490-006	ENTRANCE DOOR HANDLES	(B), Entrance door handles - yellow powder coated.
490-015	ENTRANCE DOOR CONTROLLER	(A), Entrance door controller - Vapor electric door controller with 5 position, integrated kneeling and ramp switches.
490-015a	DOOR CONTROLLER HANDLE	(B), Entrance door control handle - non-removable.
490-030	ENTRANCE DOOR GLAZING	(S), Entrance door glass - full length single piece, 72% green.
491-001	EXIT DOOR DRIVE SYS	(A), Exit door drive system - Electric with pneumatic emergency release.
491-005	EXIT DOOR	(B), Exit door - medium Ameriview Vapor Slide Glide, 34.8" between panels.
491-005a	SLIDE GLIDE EXIT LIMIT SWITCH	(A), Exit door limit switch - solid state proximity switch.
491-005b	EXIT DOOR CONTROL	(A), Exit door control - Vapor Class Acoustic Sensing System. Activates door opening and detects obstruction on closing.

Option#	Description	Value Description (blank means unset)
491-005ba	CLASS SYSTEM DOOR DECAL	(A),Class system door decal - English and Spanish, text and characters as per customer requirement.
491-005bb	CLASS SYSTEM VOICE ANNUNCIATION	(A),Class system voice annunciation - female voice. English and Spanish instructions programmed as per customer requirement.
491-005d	EXIT DOOR SENSITIVE EDGE	(B),Exit door sensitive edge - sensor on the vertical edge provided with all exit doors.
491-005g	EXIT FRANGIBLE COVER SECUREMENT	(B),Exit frangible cover securement - magnetic latch.
491-005j	EXIT BASEPLATE / ELEC PNL ACCESS	(B),Exit baseplate access- at each exit door, Tcb set-up, through removable ad frame.
491-006	EXIT DOOR ASSIST HANDLES	(B),Exit door assists - yellow powdercoated.
491-020	EXIT DOOR GREEN LIGHT	(B),Exit door green light - LED green light indicates that the exit door is set to open.
491-035	EXIT DOOR GLASS SIZE	(C), Exit door glass size - 2/3 top, no glass bottom. Without interior kick plate.
491-035a	EXIT DOOR GLAZING	(B),Exit door glazing - 6 mm.
526-001	40' PASSENGER SEAT QUANTITY	(A),40' passenger seat quantity - 39.
526-005	PASSENGER SEAT MANUFACTURER	(B),Passenger seat manufacturer - American Seating.
526-005b	AMERICAN SEATING SEATS	(A),American Seating passenger seats - Vision stainless seat. Details as per customer spec.
526-005ba	AMERICAN SEATING D90 SPEC	(B),American Seating passenger seats D90 spec - not required.
526-005d	REAR BENCH SEAT	(S),Rear bench seat - 1-3-1 hinged seat.
526-005e	PASSENGER SEAT MOUNTING	(B),Passenger seat mounting - cantilever.
526-005f	SEAT MOUNTED GRABRAIL	(A),Seat mounted grabrails - stainless steel.
526-005h	FIRST SEAT,CURBSIDE UPPER REAR	(B),First seat at curbside upper rear - forward facing.
526-005ha	FIRST SEAT,STREETSIDE UPPER REAR	(B),First seat at streetside upper rear - forward facing.
526-005i	PASSENGER SEATING BARRIER	(B),Passenger seating barrier - pedestal mounted barrier.
526-005j	SEAT POSITION, FORWARD OF REAR EXIT	(B),Seat position, forward of rear exit - forward facing.
526-006	DRIVER'S SEAT MANUFACTURER	(B),Driver's seat manufacturer - Recaro.
526-006b	RECARO DRIVER'S SEAT MODEL	(B),Recaro driver's seat - Ergo AM80. The fore / aft seat travel is 9.25".
526-006f	DRIVER'S SEAT MATERIAL	(A),Driver's seat material - fabric insert with vinyl boxing.
526-006g	DRIVER'S SEAT BELT	(A),Driver's seat belt - lap belt with retractor on left hand side.
526-006ga	DRIVER'S SEAT BELT ALARM	(C), Driver's seat belt alarm- required with visual indicator to warn driver that seat belt is not connected.
526-006gb	DRIVER'S SEAT BELT COLOR	(B),Driver's seat belt color - Black.
526-006j	DRIVER'S SEAT,DOCKET 90 SPEC	(B),Driver's seat D90 spec - Not required.
526-006k	DRIVER'S SEAT BASE RISER	(A),Driver's seat base (riser) - SST.
526-006m	DRIVER'S SEAT PARK BRAKE ALARM	(A),Driver's seat park brake alarm - switch is required in seat cushion to trigger driver's park brake alarm (ref. option 246-040).
526-006s	DRVR'S SEAT HEADREST	(B),Driver's seat headrest - required.
526-007	WHEELCHAIR POSITIONS, QUANTITY	(B),Wheelchair positions - two. At basic locations, one aft of the curbside and one aft of the streetside front wheelhouses.
526-007a	W/CHAIR POSITIONS, RESTRAINT SYSTEM	(B),Wheelchair restraint system - restraint system for forward facing wheelchair position(s). Manufacturer, position, material color / type and details as per customer spec.
526-007e	SHOULDER HARNESS, W/CHR RESTRAINTS	(B),Shoulder harness for wheelchair restraints - secured to structure (pier panel), one on curbside and one on streetside.
526-010	STANCHION / GRABRAIL STYLE	(B),Stanchion / grabrail style - curved style vertical stanchions. Using cast SST fittings for vertical and horizontal stanchions.

Option#	Description	Value Description (blank means unset)
526-010a	OVERHEAD HORIZONTAL GRABRAILS	(B),Overhead horizontal grabrails - SST.
526-010aa	OVERHEAD GRABRAIL HANDHOLD STRAPS	(A),Handhold straps on overhead grabrails - grey PVC straps, loose on horizontal stanchions, locations as per customer spec.
526-010ab	OVERHEAD GRABRAIL HANDHOLD STRAPS,QUANTITY	(A),Overhead grabrail handhold straps, quantity - eight.
526-010b	COLOR - STANCHIONS AT EXITS & RR RISER STEP	(A),Color - stanchions at exits and rear riser steps - SST.
526-010d	VERT FORE OF S/S FRT W/HOUSE	(B),Vertical stanchion fore of streetside front wheelhouse - black SST.
526-010da	VERT AFT OF S/S FRT W/HOUSE	(B),Vertical stanchion aft of streetside front wheelhouse - to match colour of vertical seat stanchions (see option 526-010f).
526-010e	VERT FORE OF C/S FRT W/HOUSE	(A),Vertical stanchion fore of curbside front wheelhouse - SST.
526-010ea	VERT AFT OF C/S FRT W/HOUSE	(B),Vertical stanchion aft of curbside front wheelhouse - to match colour of vertical seat stanchions (see option 526-010f).
526-010f	COLOR - VERTICAL STANCHIONS AT SEATS	(B),Color - vertical stanchions at seats - SST.
526-010k	FRONT CURBSIDE LUGGAGE RACK	(B),Front curbside luggage rack - horizontal SST tube wraps around aft, aisle and fore sides.
526-010m	FAREBOX GRABRAIL	(A),Dash mounted grabrail - black SST.
526-015	MODESTY PANEL MATERIAL	(A),Modesty panel material - Aluminum leathergrain. Laminated sandwich construction with aluminum skin on both sides.
526-015b	C/SIDE FORE UPR DECK MOD PNL, GAP	(S),Gap at bottom of curbside fore of upper deck modesty panels - approximately 2" diagonally.
526-016	BARRIER AT STREET SIDE REAR RISER	(B),Barrier at street side rear riser - Modesty panel (material and color per 526-015/526-015a).
526-035	FORE OF EXIT,BARRIER,GABRAIL S	(C), Barrier fore of exit - Basic width lexan panel encased by an aluminum frame with 0.12" acrylic liners on both sides.
526-055	EMERGENCY INSTRUCTIONS	(A),Emergency instruction - English / Spanish.
549-001a	NON-60' HVAC SYSTEM	(C),HVAC system manufacturer and type - MCC RM55 rear A/C.
549-002a	HVAC UNIT MOTOR TYPE	(S),HVAC motor type - brushless motor for primary heating & cooling system.
549-002b	REFRIGERANT	(B),Refrigerant - R-134a freon
549-002d	HVAC AIR INTAKE	(B),HVAC air intake - recirculated air only.
549-002e	HVAC RETURN AIR FILTER	(S),HVAC return air filter - Natural Hair and vegetable fiber (disposable) filter for MCC unit.
549-002eb	HVAC FRESH AIR FILTER	(B),Fresh air filter - Polyester (disposable) fresh air filter.
549-002f	HVAC PULLDOWN SPEC	(A),HVAC pulldown spec - meets White Book.
549-002g	HVAC SYSTEM VALVES	(S),HVAC system valves - brass ball valves with basic handles.
549-002h	A/C AND HEATER LINE CLAMPS	(S),A/C and heater line clamps - Ideal.
549-003	A/C COMPRESSOR	(S),A/C compressor - MCC,05G-41, 41 cubic inch displacement.
549-003ab	A/C COMPRESSOR HOSE	(B),A/C Compressor hose - Duraflex convoluted stainless steel, braided.
549-004	HVAC ELECTRONICS	(S),HVAC electronics - MCC control system, valid for A/C heat+cool units. Full diagnostic capabilities.
549-004a	HVAC CONTROL PANELS	(A),HVAC control panel - MCC installed in sawtooth panel above driver.
549-004b	HVAC PROGRAM SETTINGS	(C),HVAC program settings - customer would like a +/- 4 degrees adjustment capability from the APTA standard set point on the driver's control unit.
549-004d	A/C PRESSURE READINGS	(S),A/C system pressure readings - obtained via the MCC control system. Note: display is not required.
549-005q	HVAC BOOSTER FAN	(A),HVAC booster fan - Grayson Thermal Systems overhead fan with brushless motor. For non-60' CNG coaches.
549-020	BOOSTER PUMP	(B),Booster pump - Rotron.
549-025	DEFROSTER	(A),Defroster - Grayson 3 speed brushless motor, electrically controlled damper.
549-100	AUXILIARY HEATER	(A),Auxiliary heater - not required.
580-005	WHEELCHAIR RAMP	(B),Wheelchair ramp - NFIL ramp at front door. 32" wide, with 1:7 slope.

Option#	Description	Value Description (blank means unset)
580-005a	FRONT RAMP CONTROL	(A),Front ramp control - switch integrated with vapor door controller at the side console.
580-005d	WHEELCHAIR RAMP,SURFACE	(B),Wheelchair ramp surfaces - covered with Full Metal Jacket anti-skid treatment. The leading edge is yellow FMJ, the side flanges are painted yellow.
600-025	BACK-UP ALARM	(B),Backup alarm - basic alarm located on curbside.
600-027	GROUND STRAP	(A),Ground straps - two straps, one located at the front and the second at the rear of coach. Note: for 60's, second strap is at the rear of the rear coach.
600-065	SDS TRAY	(C), SDS Tray Quantity - Dependent on customer tray and electronic systems requirements.
600-075	FAREBOX PEDESTAL	(B),Farebox pedestal - SST, 6" high.
600-076	FAREBOX	(B),Farebox - not required.
600-101	DRIVER'S STORAGE BOX BEHIND SEAT	(A),Driver's storage box behind seat - basic box with paddle latch, no key. The box is to include a chamfer to allow for driver's seat clearance.
600-126	REGISTR/REGUL/LEGAL NOTICE HOLDER	(A),Registration or Regulation or Legal Notice holder - required, details and location as per customer spec.
600-152	TRASH CONTAINERS	(A),Trash container - type and location as per customer spec.
600-175	RADIO,COMMUNICATION SYSTEM	(C), Radio communication system - Provisions for system. Installation of ground plane only as per customer spec.
600-177	AUTOMATIC PASSENGER COUNTER	(A),Automatic passenger counter system - InfoDev
600-225	VIDEO SURVEILLANCE SYSTEM	(B),Video surveillance system - not required.
600-276a	FIRE SUPPRESSION CNG	(B),Fire suppression - Amerex Safety Net System. With 25 lb dry chemical agent tank.
600-276b	AMEREX FIRE DETECTION SENSORS	(C), Amerex fire detection sensors - 3 in engine compartment and 1 each in side console, SDS box, rear PLC compartment and A/C compartment.
600-277	METHANE DETECTION, CNG	(B),Methane detection - Amerex Safety Net System, details as per customer spec.
600-277a	METHANE DETECTOR LOCATION	(B),Methane detector locations - two detectors on the roof, one in the engine compartment, and one in the A/C compartment.
600-277b	METHANE DETECTION ENG SHUTDOWN FUNCTIONALITY	(B),Methane detection engine shutdown functionality - required.
600-300	BICYCLE RACK,MFR/MODEL	(A),Bicycle rack, manufacturer / model - provisions for Sportworks, DL2-NP (narrow profile), front mounted. Includes mount and pivot.
600-300a	SPORTWORKS BICYCLE RACK MOUNTING	(A),Sportworks bicycle rack mounting - bolted slide-in standoff with bolted pivot.
600-300b	SPORTWORKS BICYCLE RACK REMOVAL	(A),Sportworks bicycle rack removal - bolted rack.
600-300d	SPORTWORKS BICYCLE RK MATL/COLOR	(A),Sportworks bicycle rack material/colour - SST, satin anti glare finish.
600-300e	BIKE RACK DEPLOY INDICATOR LIGHT	(A),Bike rack deployment indicator light - required.
600-300f	BICYCLE RACK MFR LOGO	(A),Bicycle rack manufacturer logo - not required.
600-300g	BICYCLE RACK INSTRUCTIONS	(A),Bicycle rack instructions - English.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: MAXIMO Configuration and Customization - Request for Proposal No.18-30

DATE: September 26, 2018

RECOMMENDATION

That the City Council award a contract to AQUITAS Solutions for consulting services regarding the software MAXIMO Configuration and Customization for the Montebello Bus Lines (MBL), as recommended by the Director of Transportation, and authorize the Mayor to execute the Agreement of behalf of the City.

BACKGROUND

On February 6, 2018, the City issued Request for Proposal (RFP) No. 18-30 to acquire an experienced and qualified IBM MAXIMO vendor to assist with implementation and configuration of additional system modules and solve the challenges of current software issues. The notice inviting bids was published in the WAVE and GreenSheet newspapers. The notice was also posted on the City website, PlanetBids and the transit industry website, TransitTalent.

A pre-proposal meeting was held on February 22, 2018, to discuss the scope of work for the project. As a result of the questions asked at the meeting and through PlanetBids regarding the RFP, two addenda to the RFP were subsequently issued and published.

Four (4) responsive proposals were received on March 29, 2018. The four (4) proposers – AQUITAS Solutions, Birlasoft Inc., Field Consulting Services Inc., and Sentz Consulting Inc. – were invited to present to a review panel. The panel consisted of interviewers from MBL Administrative, Information System, and Maintenance staff who evaluated each proposer on four elements that included: (1) general quality and responsiveness of proposal; (2) statement of qualifications, experience and organizational relationships; (3) work plan and technical approach; and (4) references from past clients. The panel selected AQUITAS Solutions as the company that would best meet the needs of the City's Transportation Department for this project.

ANALYSIS

The chart below summarizes the proposals received by the City:

Company	Bid Amount <u>Task Cost</u>
Field Consulting Inc.	\$ 193,950.00
AQUITAS Solutions	\$ 299,762.00
Birlasoft Inc.	\$ 345,007.00
Sentz Consulting Inc	\$ 448,610.07
	<u>Support/Maint. (3 years)</u>
AQUITAS Solutions	\$ 45,000.00
Sentz Consulting Inc	\$ 110,923.16
Birlasoft Inc.	\$ 379,584.00
Field Consulting Inc.	\$ 195.00 * (per hour)

* TBD – vendor unable to estimate annual total cost

The three-member review panel evaluated the proposals based on the following scoring criteria:

1) General quality and responsiveness of proposal.....	15%
2) Statement of qualifications, experience and organizational relationships..	45%
3) Work plan and technical approach.....	30%
4) References from past clients.....	10%
Total %	100%

Below are the panel scores for each firm:

Company	Average Score
Birlasoft Inc.	95.00%
AQUITAS Solutions	94.33%
Field Consulting Inc.	89.00%
Sentz Consulting Inc	77.33%

After reviewing the proposals submitted by each firm, the review panel scores (including proposed fee/price) and interviews, staff agreed that AQUITAS Solutions and Birlasoft Inc. are comparable to each other. Support/maintenance cost of Birlasoft Inc.; however, is \$334,584 (744%) higher than AQUITAS Solutions in a 3-year period and beyond project funding availability. In the opinion of staff, the firm with the best qualifications and experience that meets the needs of the City is AQUITAS Solutions.

FISCAL IMPACT

The cost of this project, as follows:

MAXIMO Configuration and Customization	\$ 299,762.00
Support/Maintenance (3 Years)	\$ 45,000.00
<u>Contingency (5% of base amount)</u>	<u>\$ 17,238.00</u>
Total	\$ 362,000.00

Funds for this project are available in the Fiscal Year 2018/19 Budget. Funding sources for this project are as follows:

FTA 5307	\$ 80,000.00
STA/SGR FY 2019	\$ 282,000.00
Total Funding	\$ 362,000.00

Approved funding for this item will have no adverse impact on the General Fund.

SUMMARY

The City Council will consider authorizing the Mayor to execute a Contract Agreement in the amount of \$362,000 with AQUITAS Solutions for Request for Proposal (RFP) No. 18-30 for MAXIMO Configuration and Customization for the City's Transportation Department and authorize the Mayor to execute the Contract Agreement on behalf of the City.

ATTACHMENTS

Draft Contract Agreement
AQUITAS Solutions BAFO
RFP 18-30

CITY OF MONTEBELLO, CALIFORNIA

CONTRACT AGREEMENT No. _____

FOR

MAXIMO Configuration and Customization

RFP NO. 18-30

This Contract Agreement ("Agreement") is made and entered into for the above stated project this 26th day of September, 2018 by and between the City of Montebello, as "AGENCY," and **AQUITAS Solutions** as "CONTRACTOR," collectively referred herein as the Parties.

RECITALS

A. AGENCY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. CONTRACTOR is a corporation duly organized and doing business in the State of California. CONTRACTOR represents it has the background, knowledge, experience and expertise necessary to provide the AGENCY with the equipment, goods and services set forth in this Agreement.

C. AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to the AGENCY, equipment, goods and services necessary for the **MAXIMO Configuration and Customization** ("Project") as further described in RFP No. **18-30**.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONSULTANT agree as follows:

ARTICLE I. Incorporation of Recitals and other Contract Documents

The above-referenced Recitals constitute a material part hereof, and shall hereby be incorporated by reference. Moreover, for purpose of this Agreement, the contract documents for the aforesaid Project shall consist of the Notice Inviting Proposals, Instructions to Proposers, Price Proposal, General Specifications, Standard Specifications, Special Provisions, General Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with all required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner (collectively referred herein as the "Contract Documents"). All of the provisions of said Contract Documents constitute a material part hereof, and shall be hereby incorporated by reference as though fully set forth herein.

ARTICLE II. Services to be performed by CONTRACTOR

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to perform the services and furnish all materials necessary to perform all work required for the above stated Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents. CONTRACTOR covenants with the AGENCY to furnish its best skill, judgment and efforts and to cooperate with the AGENCY and any other consultants or CONTRACTORS engaged by the AGENCY in providing the services necessary for the Project. CONTRACTOR covenants to use its best effort to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the AGENCY. Workmanship throughout the performance of this Agreement shall conform to the

highest standard of commercially accepted practice of work and shall result in a neat finished appearance to the satisfaction of the AGENCY.

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, the AGENCY agrees to pay and the CONTRACTOR agrees to receive and accept the prices set forth in the Price Proposal submitted by CONSULTANT dated **June 12, 2018** ("Compensation"). The total amount of the compensation shall not exceed the sum of **Three Hundred and Forty-four Thousand and Seven Hundred and Sixty-two dollars** (\$344,762). AGENCY shall pay CONTRACTOR upon thirty (30) days of receipt of invoice and full acceptance of product and services by the AGENCY.

Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV. Completion of Work

The work and services set forth in this Agreement will be completed in a timely manner, and in accordance with an agreed upon work schedule to be determined by Parties. An extension of the period for completion may be granted by mutual agreement by the Parties herein for reasons outside the control of the CONTRACTOR including acts of God. CONTRACTOR shall request an extension by notifying AGENCY in writing at least fifteen (15) days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed and such additional work is approved in writing. In such event, AGENCY shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

ARTICLE V. Ownership of Written Products

All reports, documents or other written material ("written Products") developed by CONTRACTOR in its performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by the AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

ARTICLE VI. Independent Contractor

CONTRACTOR is, and shall at all times remain to the AGENCY, a wholly independent contractor. CONTRACTOR shall have no power to incur and debt, obligation, or liability on behalf of the AGENCY or otherwise to act on behalf of the AGENCY as an agent. Neither the AGENCY nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees or agents, except as set forth in this Agreement. CONSULTANT shall not represent that it is, or that any of its agents or employees are, in any manner employees of the AGENCY.

ARTICLE VII. Confidentiality

All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the AGENCY. The AGENCY shall grant such consent if disclosure is legally required. All AGENCY data, documents, objects, materials or other tangible things shall be returned to the AGENCY

upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE VIII. Compliance with State and Local Laws

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions. All services required under this Agreement will be performed by CONTRACTOR, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by AGENCY. CONTRACTOR shall be responsible for payment of all employees' and sub-CONTRACTOR's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall indemnify and hold harmless the AGENCY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

ARTICLE IX. Indemnification

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against the AGENCY based on, arising out of, or in any way related to the services undertaken or performed by CONTRACTOR under this Agreement regardless of responsibility for negligence. In addition, CONTRACTOR shall defend, indemnify, and hold harmless the AGENCY, from and against any and all claims, liabilities and losses whatsoever, including reasonable attorney's fees and related costs and expenses, occurring or resulting from any action attributable to any and all persons, firms, or corporations employed or contracted by CONTRACTOR or its sub-CONTRACTORS in connection with the services under this Agreement, regardless for responsibility for negligence.

ARTICLE X. Insurance

In accordance with the terms of the Contract Documents, CONTRACTOR shall furnish AGENCY a policy or certificate of insurance evidencing coverage for Worker's Compensation insurance and comprehensive liability insurance, including automobile, in which upon the request of AGENCY, its officers and employees shall be named as additional insured with respect to all claims arising out of or in connection with the work to be performed, including any act or omission of employees, agents, sub-CONTRACTORS, or their employees, whether or not caused by the sole (or contributing) negligence of AGENCY, its officers or employees, and which shall remain in full force and effect until the work or services is accepted herein by AGENCY. The policies shall provide the coverage limits set forth in the Contract Documents. Such comprehensive liability insurance shall be primary and non-contributing with any insurance coverage available to AGENCY, shall contain a severability of interest clause (cross liability) and shall provide that it shall not be canceled or materially reduced without thirty (30) days prior written notice to AGENCY.

ARTICLE XI. Authorization by CONTRACTOR

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all duly authorized individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

ARTICLE XII. Termination

In the event that either party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within two (2) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

The AGENCY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) business days written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the AGENCY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation.

This Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR.

ARTICLE XIII. Dispute Resolution and Legal Remedies

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded.

ARTICLE XIV. Subcontract, Assignment or Delegation

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, wither in whole or in part, without the prior written consent of AGENCY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-CONTRACTPR, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind AGENCY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-CONTRACTORS. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONSULTANT under the Agreement.

ARTICLE XV. Non-discrimination and Equal Opportunity Employer

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, martial status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-consultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

ARTICLE XVI. Notices

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the parties may designate by written notice:

To AGENCY: Montebello Bus Lines
400 S. Taylor Ave.
Montebello, CA 90640
Attention: Tom Barrio
Director of Transportation
Phone: 323-558-1625
Email: RideMBL@cityofmontebello.com

To CONTRACTOR: AQUITAS Solutions
300 Colonial Center Parkway, Suite 100
Roswell, GA 30076
Attention: Mr. Ed Morris
Regional Sales Director
Phone: 678-222-3462
Email: emorris@aquitas-solutions.com

ARTICLE XVII. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision nevertheless will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XVIII. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ARTICLE XIX. Entire Agreement

This Agreement and the Contract Documents aforementioned shall constitute the entire agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. No attempted waiver of any of the provisions herein, nor any change, amendment or modification to this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE XX. Effective Date

Unless otherwise specified herein, this Agreement shall become effective as of the date in which the last of the Parties, whether AGENCY or CONTRACTOR, executes this Agreement. This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this ____ day of _____, 2018.

CITY OF MONTEBELLO
("CITY")

("CONTRACTOR")

, Mayor

Federal Tax Identification No. _____

Date: _____

Date: _____

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

AQUITAS

Item No.	Task Description	Consultant Role	Hours Estimate	Rate	Line Total	Weeks Onsite	Estimated Expenses	Notes
1	Project Initiation, Planning	Principal Consultant	16	\$190	\$3,040	0	\$0	Project Kickoff Activities
2	Maximo Requirements & Business Process Review	Senior Consultant	120	\$180	\$21,600	3	\$5,250	Scope includes process review and requirements gathering for Asset, Work, Purchasing & Inventory Management as well as mobile for Work & Inventory (issues) as identified in the RFP Section III.
3	Data Migration Strategy Workshop	Data Analyst	24	\$175	\$4,200	1	\$1,750	Discuss Load strategies for Locations and Job Plans, Work Codes (if necessary) and any additional update loading of existing PM's
4	EAM Data Assessment	Technical Consultant	0	\$120	\$0	0	\$0	Covered by line 16 (Data Optimization and Enhancement (Data Validation))
5	User Roles Definition (Security & Training Purposes)	Senior Consultant	16	\$180	\$2,880	0	\$0	Define roles to build proper security groups and training material
6	Maximo Application Design-Core	Senior Consultant	80	\$180	\$14,400	0	\$0	Assumes Design specifications created for each Maximo application based on requirements gathered in Item number 2 above. Includes fixed location 'POS' type scanning to issue/return parts from warehouse & tool tracking
7	Maximo Test Script Development	Senior Consultant	80	\$180	\$14,400	0	\$0	Provide Montebello an Excel spreadsheet of testing tasks that the City can develop further into detailed testing scripts for the Work Order Tracking application & inventory processes all centered around OOTB mobile solutions.
8	Training Plan Development	Trainer	0	\$185	\$0	0	\$0	(8 hours) Excluded from scope now as optional and is based on the roles defined and the plan on how training will be delivered
9	On-Going Project Management	Principal Consultant	210	\$190	\$39,900	1	\$1,750	15% of total hours
10	Maximo Installation	Network Engineer	0	\$185	\$0	0	\$0	Covered by Item 11 (Maximo Technical Upgrade)
11	Maximo Technical Upgrade	Network Engineer	188	\$185	\$34,780	0	\$0	Now in Maximo 7.5.0.6 with Transportation 7.5.1.0 and Anywhere 7.6.0.0 on SQL Server 2008 db & moving to Maximo 7.6 with Transportation & Anywhere in two environments.
12	WebSphere Clustering/Load Balancing	Network Engineer	0	\$185	\$0	0	\$0	Covered by item 11 (Maximo Technical Upgrade \$ assumes less than 35 concurrent users)
13	Maximo Configuration	Senior Consultant	120	\$180	\$21,600	0	\$0	3 weeks for asset, work & inventory management
14	Workflow Configuration or report development	Senior Consultant	80	\$180	\$14,400	0	\$0	Maximo Workflow or report development to review/approve FTA Force account work orders which is now being done manually
15	Data Loading	Data Analyst	40	\$175	\$7,000	0	\$0	Confirm data is already loaded.
16	Data Optimization and Enhancement (Data Validation)	Technical Consultant	40	\$120	\$4,800	0	\$0	Run IBM automated tools to confirm data integrity and provide Montebello reports of errors and assist with clean-up as time permits within the available hours for this task.
17	Maximo Custom Training Material Development	Technical Consultant	40	\$120	\$4,800	0	\$0	Cheat sheets only, no other custom material
18	Maximo Train the Trainer Training	Trainer	40	\$185	\$7,400	0.5	\$875	Assumes one class up to 12 people OJT delivery method with no custom training material.
19	Maximo System Administration Training	Trainer	24	\$185	\$4,440	0.5	\$875	Training is OJT delivery method with no training materials.
20	Maximo End User Classroom Training	Trainer	40	\$185	\$7,400	1	\$1,750	2 classes at an average of 16 hours per class. Does not include custom training material development. Note - may not be needed if train the trainer training is utilized.
21	User Acceptance & System Testing Support	Senior Consultant	40	\$180	\$7,200	1	\$1,750	Assumes client will own the majority of testing and defects will be resolved by Aquitas
22	Environment Migration Support	Senior System Analyst	32	\$190	\$6,080	0	\$0	Assumes 2 iterations of environment refresh with 2 environments
23	Maximo Anywhere Implementation	Mobile Architect	80	\$185	\$14,800	0	\$0	Currently using Issues & Returns Anywhere application. Within the available hours for this task the scope includes providing transfer of knowledge of use/effort for potentially adding the Work Execution, Transfers & Receiving and Physical Count Anywhere applications out of the box (OOTB) to the existing infrastructure with no customizations.
24	Maximo Everyplace Implementation Demonstration	Mobile Architect	6	\$185	\$1,110	0	\$0	Demonstrate Everyplace functionality of 3 work and/or inventory management applications. Assumes Maximo Everyplace will not be implemented. If Everyplace is to be implemented the effort increases to 40 hours per application implemented.
25	Maximo BIRT Report Development	Technical Consultant	80	\$120	\$9,600	0	\$0	Assumes 6 medium complexity reports and 5 KPIs - includes bar code printing report and Federal Grant tracking report
26	Go-Live Preparations, Cutover, and Post-Production Support	Implementation Team	148	\$164	\$24,272	1	\$1,750	Assumes 1 pre and 1 post go-live weeks of implementation support by support team
27	Project Closeout	Principal Consultant	24	\$190	\$4,560	0	\$0	Delivery of finalized and updated specification.
28	Data Integration Assessment/Integration Workshop	Principal Consultant	40	\$190	\$7,600	1	\$1,750	Conduct an integration workshop and create an integration planning document (IPD) for an integration to Fuel Master and Tyler ERP. The IPD, deliverable of the workshop, is a quasi-high-level functional specification for the integrations and outlines the configuration effort. A change order will need to be issued for the actual integration configuration effort based on the IPD.
Sub-Totals			1608		\$282,262	10	\$17,500	based on \$1750/week
Est. Travel Expenses (\$1750/week) for 10 weeks					\$17,500			
Total Cost (incl. estimated expenses)					\$299,762			

1	Support/Maintenance (3 year cost)				\$45,000	0	\$0	Includes up to a 40 hour effort for a standard Maximo Feature Pack (upgrade) once a year if desired. If the Feature Pack installation requires more than 40 hours effort a Change Order will be created for the effort in excess of 40 hours. Includes up to 40 hours per year of BIRT report development. Cost is \$15K/year.
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**CITY OF MONTEBELLO, CALIFORNIA
DEPARTMENT OF TRANSPORTATION**



**REQUEST FOR PROPOSALS
FOR
MAXIMO CONFIGURATION AND CUSTOMIZATION**

RFP NO. 18-30

**VANESSA DELGADO – MAYOR
JACK HADJINIAN – MAYOR PRO TEM
ART BARAJAS – COUNCILMEMBER
WILLIAM M. MOLINARI – COUNCILMEMBER
VIVIAN ROMERO – COUNCILMEMBER**

**Issued: February 6, 2018
Pre-Proposal Meeting: February 22, 2018 at 2:00 p.m.
Written Questions Due: February 27, 2018
Response to Written Questions: March 06, 2018
Proposals Due: March 20, 2018 at 5:00 p.m.**

**NOTICE INVITING REQUEST FOR PROPOSALS
FOR MAXIMO CONFIGURATION AND CUSTIMIZATION**

RFP NO. 18-30

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as AGENCY, invites proposals for the above stated project. Proposals can be submitted via PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of 5:00 p.m. on **Tuesday, March 20, 2018**.

A pre-proposal Meeting will be held on **February 22, 2018** at 2:00 p.m., at the Montebello Transportation facility located at 400 South Taylor Avenue, Montebello, California 90640.

Copies of the specifications and contract documents are available on PlanetBids Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Proposals must be prepared on the approved Proposal forms in conformance with the instructions to proposers and submitted as required.

The successful contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY reserves the right to accept or reject any or all proposals, to waive any irregularity in a proposal and to make an award as may serve the interests of the City.

Questions during the solicitation period shall be submitted through PlanetBids. The contact person for this RFP is Eric Yan, Transit Grants and Projects Administrator at (323) 558-1628 or to email eyan@cityofmontebello.com.

**REQUEST FOR PROPOSALS NO. 18-30
FOR
MAXIMO CONFIGURATION AND CUSTIMIZATION
FOR
CITY OF MONTEBELLO**

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RFP NO. 18-30

MAXIMO CONFIGURATION AND CUSTIMIZATION

FOR

CITY OF MONTEBELLO TRANSPORTATION DEPARTMENT

known as MONTEBELLO BUS LINES (MBL)

SECTION I SCOPE OF WORK

I. GENERAL INFORMATION

A. Background

Maximo was implemented about two years ago at Montebello Bus Lines. (MBL) Staff understands the capabilities of this software but lack the expertise to configure and customize it to the department's needs. For example, Maximo has many modules that needed to be configured out of the box and each module is inter-related which creates many complex parameters that need to be considered during software configuration.

Currently, MBL has implemented some modules and successfully configured them to meet its needs. But there are additional modules that MBL believes to be valuable to staffs. MBL is looking for an experienced and qualified Maximo vendor to help with implementation and configuration of these missing modules and solve the challenges described in this scope of work.

MBL would also like to improve its current business process to increase operational efficiency through the use of Maximo workflow, automated reporting with BIRT and use of business intelligence. Staffs would like vendor's input on how to improve current business practices and integrate this process with the Maximo software.

A successful completion of this project would resolve all the items in the scope of work and all desired modules configured to the needs of MBL.

B. Active Maximo Modules

1. Staffs are currently using
 - a. Work Orders
 - b. Purchasing
 - c. Inventory Management
 - d. Assets Management
2. IT Staffs are currently using
 - a. Administration
 - b. Security
 - c. System Configuration

C. Desired Module Implementation

1. Maximo Anywhere

- a. **Maximo Anywhere Work Execution app:** Mechanics to create and complete work orders on Mobile devices, enter notes, and enter time.
- b. **Maximo Anywhere Transfers and Receiving app:** Receive inventory on the docks when the parts are delivered at the docks.
- c. **Maximo Anywhere Physical Count app:** Count inventory during cycle counts. We need to enter the counts as we're counting inventory to speed up the cycle count process. The current process is to print out the inventory list, count the inventory, enter all counts into Maximo, run the pre-reconciliation report to compare counts vs. actuals and then reconcile.
- d. **IBM Maximo Anywhere Issues and Returns app:** Issue parts for repairs and function like a point of sale system.

2. Maximo Warranties

Track bumper to bumper warranty on new vehicles. Track warranty on spare parts and rotating assets.

- a. Contract Management
- b. Asset Warranty Tracking
- c. Inventory Warranty Tracking

3. Maximo Planning

Manage planned work such as campaigns and preventive maintenance on all vehicles **and assets** using job plans. Stage parts to be issued to work orders.

4. Maximo Preventive Maintenance

MBL is currently tracking preventive maintenance on Excel spreadsheets. A service worker records the odometer readings on all vehicles. The data is entered onto a spreadsheet. We would like to use Maximo to track preventive maintenance.

5. Maximo Contract Management

MBL have contracts for recharging batteries, replenishing towels, and recharging fire extinguishers.

6. Maximo Work Flow

Agency would like vendor's help on implementing Work Flow and assist with creating work flows as defined by staff.

7. Maximo BIRT Report

MBL would like vendor to implement BIRT report and train staff on how to use it. For custom reports, Agency would like the vendor to help create reports based on Agency criteria as part of on-going support.

II. SYSTEM INFORMATION

A. Server Information

The servers are running on VMware ESXi vSphere virtual environment.

1. Host Hardware

- a. Intel Xeon CPU ES-2683 @ 2.00GHz
- b. 64 GB Memory

2. Guest Hardware

- a. Windows 2008 R2 Standard

B. Device Information

1. Scanner

- a. Zebra LI4278
 - Connected via USB to computer being used to scan parts to Maximo work orders at warehouse front counter.
- b. Zebra TC70
 - Being used wirelessly using Issues and Transfers Maximo Anywhere.

2. Printer

- a. Wasp WPL304
 - Connected via Ethernet, used to print bar code labels for parts

3. Tablet

- a. Android Galaxy Tab E 8.0" 16 GB
 - Used to create work orders using work execution on Maximo Anywhere

C. Software Information

1. App Server

- a. IBM WebSphere Application Server 7.0.0.35
- b. IBM Maximo Asset Management 7.5.0.6 Build 20140404-0000 DB Build V7506-00

- c. IBM Maximo for Transportation 7.5.1.0 Build 20130902-1500 DB Build V7510-10
 - d. Tivoli's process automation engine 7.5.0.6-IFIX20160830-1313 Build 20140404-0005 DB Build V7506-33 HFDB Build HF7506-34
 - e. Maximo Everyplace 7.5.0.0 Build 20110307-0030 DBBuild V7100-01
 - f. TPAE OSLC Object Structure 7.6.0.0 Build 20160112_031200-0600 DB Build V7600-01
 - g. IBM Maximo Anywhere 7.6.0.0 Build 20160112_031213-0600 DB Build V7600-03
 - h. IBM TPAE Integration Framework 7.5.1.2-MIF_7512_IFIX20160517-1238 Build 20140730-1950 DB Build V7512-08 HFDB Build HF7512-03
 - i. IBM Maximo Mobile 7.5.1.0 Build 20130305-1333 DBBuild V7510-05
- 2. Data Base
 - a. Microsoft SQL Server 2008 (10.50.4000)

III. SCOPE OF WORK

A. General

B. Agency Requirements

- 1. Maximo Inventory Management configured to include:
 - a. Stock replenishment which can be reviewed prior to purchase and provides notifications and related Start Center portlets to manage the process including Direct Issue Parts reorder notification.
 - b. Tracking tools issued to mechanics, the condition of the tools. Issue a notification on not returning on time.
 - c. Issuing and returning Inventory parts utilizing a scanner and a mobile device
 - d. The ability to link manufacturer UPC code to Maximo part for easy identification
 - e. The ability for Maximo to print bar code labels for parts and bins
 - f. The mobile capability to execute physical counts efficiently
- 2. Warranty Tracking which includes the following:

- a. The ability to track and return (to distributor/manufacture) warranted parts without a serial number e.g. LED bulbs
 - b. Track warranties for rotating assets
 - c. Track warranties for assets
- 3. Expand the existing Maximo Work Management solution to include the following:
 - a. The ability to track Assets, Rotating Assets, and parts purchased under Federal Grants.
 - b. The ability to track facility repair costs which includes receiving alerts/notifications when PMs are due.
 - c. Further define facility Locations to capture cost and physical location of assets
 - d. Mobile capability to perform work, such as multiple assets on one work order, and issue or return items to the work order following a process, like a point of sale scanning system.
 - e. Implementation of the use of component codes to identify work or repairs on buses
 - f. A workflow or report to review/approve FTA Force account work orders
 - g. Implementation of best practices for tracking various categories of PM's
 - h. The ability to have a user easily track maintenance/repairs not requiring parts on multiple fleet assets
 - i. Track rotating assets sent out for repair or refurbished internally
 - j. Ability to have user (bus driver) easily record inspection results, some of which that may require future repairs

4. Data Integration with the following systems (Item 28 on Task List)

Data integration is complex and requires communication with other vendors to understand each other's table and field structure. Therefore, it would be impossible to predict or estimate the amount of time to build the integration.

For this requirement, MBL would like the vendor to propose the time required for discovery of all information required to perform the integration requested below. A change order would be issued for the integration when both the agency and the vendor agree to the integration cost and processes.

a. Fuel Master

Fuel Master is MSSQL based software that tracks our fuel level. When and amount of fuel was added and when and who dispensed fuel at our filling stations. Currently, reports can be exported into a share drive.

- MBL would like Maximo to direct connect to Fuel Master MSSQL and pull required data into its database.

b. Tyler ERP

Tyler is the City's purchasing software that uses MSSQL. All purchasing is done through Tyler ERP. All PO must be created using Tyler.

- MBL would like Maximo to pull PO information from Tyler ERP and populate it in the Maximo PO. This way, we can track items that are being ordered and for receiving purposes.

IV. SUPPORT/MAINTENANCE

MBL would like the vendor to provide support and maintenance its Maximo system in the following capacities.

Please note that the vendor shall list on separate item the support and maintenance described before for a period of three (3) years with the option to discontinue service with one (1) months prior notice.

A. Upgrade/Updates

- a. Vendor shall notify MBL once an update or upgrade is available for Maximo.
- b. Vendor shall perform the updates or upgrade in coordination with MBL IT staff to minimize downtime.

B. BIRT Reports

- a. MBL desire vendor to create reports as needed or requested by MBL Staff.
- b. Vendor shall perform necessary tasks to provide the exact report requested by MBL.
- c. Vendor shall train assigned staff on how to run the report.

C. Technical Support

- a. Vendor shall provide dedicated toll free support number for all technical support covering all parts and components of the Maximo software.
- b. Vendor shall support any hardware or accessories recommended to MBL by the vendor for the Maximo System.
- c. Standard call-in and email support shall be Monday through Friday from (8:00am to 5:00pm PST)
- d. MBL will allow for remote access support via the Web. In the event that remote access cannot resolve the issue, vendor will be required to travel on-site at the vendor's own travel and lodging expense.

V. ESTIMATED TASK BREAKDOWN

The table below represents the estimated amount time it takes to accomplish each task. The tasks represent the amount of time it takes to accomplish the required scope of work from start to completion.

This is the Agency's best estimated hour, but each vendor's estimation may vary. In this case, please change the hours accordingly. These are tasks necessary to complete the required Scope of Work.

Item No.	MBL Task Description	MBL Hours Estimate	Line Total	Hours/Days/Weeks Onsite	Requirements
1	Project Initiation, Planning	16			Project Kickoff Activities
2	Maximo Requirements & Business Process Review	120			Scope must include process review and requirements gathering for Asset, Work, Purchasing & Inventory Management as well as mobile for Work & Inventory (issues).
3	Data Migration Strategy Workshop	24			Provide Load strategies for Locations and Job Plans, Work Codes (if necessary) and any additional

					update loading of existing PM's
4	EAM Data Assessment	8			Vendor to verify clean - Data Assessment prior to loading to identify data scrub/load requirements
5	User Roles Definition (Security & Training Purposes)	8			Vendor to confirm roles to build proper security groups and training material
6	Maximo Application Design-Core	80			Vendor to confirm design specifications were created for each Maximo application based on requirements gathered. Includes fixed location 'POS' type scanning to issue/return parts from warehouse & tool tracking
7	Maximo Test Script Development	0			Vendor identify test scripts
8	Training Plan Development	0			OPTIONAL-Based on the roles defined, a plan on how training will be delivered
9	On-Going Project Management	181			20% of total hours
10	Maximo Installation	0			Vendor to verify environments already set-up, and Identify

					number of environments. Confirm a minimum of 2.
11	Maximo Technical Upgrade to 7.6	40			MBL is in IBM Maximo 7.5 now and 7.6 anywhere.
12	WebSphere Clustering/Load Balancing	0			Vendor to confirm less than 35 concurrent users
13	Maximo Configuration	120			Vendor to identify number of weeks for asset, work & inventory management
14	Workflow Configuration	0			Maximo Workflow for FTA Force Account work order approval-doing manually
15	Data Loading	0			Vendor to confirm Data already loaded
16	Data Optimization and Enhancement	0			Vendor to confirm system is within scope-and data is clean
17	Maximo Custom Training Material Development	40			Cheat sheets only, no other custom material
18	Maximo Train the Trainer Training	40			Vendor to provide one class up to 12 people. Training material will be utilized if within scope.
19	Maximo System Administration Training	24			Training is OJT delivery method with no training materials.

20	Maximo End User Classroom Training	0			Vendor to provide 2 classes at 16 hours average.
21	User Acceptance & System Testing Support	40			MBL will own most of testing and defects will be resolved by Vendor
22	Environment Migration Support	32			Vendor will provide 2 iterations of environment refresh with 2 environments
23	Maximo Anywhere Implementation	120			IBM Maximo, Anywhere requires effort to understand, vendor must provide the transfer of knowledge of use/effort required
24	Maximo Everyplace Implementation	0			Vendor must demonstrate IBM Maximo Everyplace functionality of 3 work and/or inventory management applications.
25	Maximo BIRT Report Development	80			Vendor will provide 6 medium complexity reports and 5 KPIs - includes bar code printing report and Federal Grant tracking report

26	Go-Live Preparations, Cutover, and Post-Production Support	148			Vendor will provide 1 pre and 1 post go-live weeks of implementation support by support team
27	Project Closeout	24			Delivery of finalized and updated specification.
28	Data Integration Assessment				Gather information needed for data integration
	Sub-Totals				
	Estimated Travel				
	Total Cost (including estimated expenses)				

SECTION II

1. EVALUATION CRITERIA

The recommended award for this project will be made to the Contractor, judged to be the most qualified in meeting the overall objectives of this Request for Proposal. Pricing will not be considered during the evaluation of proposals.

Evaluation of the proposals will consist of the following factors as specified below:

1.1 "PASS/FAIL" EVALUATION

Initially, a "pass/fail" evaluation will be made of the proposal to determine compliance with the provisions of the RFP. Failure in any one of the "pass/fail" criteria shall be cause for disqualifying the entire proposal from further review. The determination to disqualify a proposal shall be solely at the discretion of the City of Montebello, if it is determined to be in the City's best interests. These criteria shall include, but not be limited to, the following:

- 1.1.0 Proposals will be received through 5:00 P.M. on **March 20, 2018** through Planet Bids, only one electronic copy is required.

All proposals must be electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>. All Prospective Proposers must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above. **There no fees to register and bid on this Request For Proposals.**

- 1.1.1 Proposal shall include a statement of proprietorship and financial stability.
- 1.1.2 Proposal shall include a statement concerning the acceptance of terms and conditions of this RFP, and all required certifications completed and signed.
- 1.1.3 Proposal shall demonstrate the capability and documented history as a full-service Firm.

1.2 CUMULATIVE SCORE RATING EVALUATION

Those proposals that pass the requirements of Section 1.1 (above) will be rated according to the following criteria on the basis of an assigned point system:

5	=	Outstanding Qualifications
4	=	Excellent Qualifications
3	=	Above Average Qualifications
2	=	Average Qualifications

- 1 = Below Average Qualifications
0 = Does not Qualify

In determining the best suited and qualified firm, consideration will be given to the following areas:

- | | | |
|--------------|---|-------------------|
| 1.2.1 | General Quality and Responsiveness of Proposal | 15 percent |
| | <ol style="list-style-type: none"> 1. Completeness and thoroughness of the proposal will be evaluated on the following factors: <ol style="list-style-type: none"> a. Recognition of overall concept and objectives. b. Responsiveness to requirements, terms, and conditions. | |
| 1.2.2 | Statement of Qualifications, Experience and Organizations Relationships | 45 percent |
| | <ol style="list-style-type: none"> 1. Experience in the design and/or construction of related projects. 2. Experience in IBM MAXIMO. 3. Experience in Federally funded projects, including prevailing wage monitoring and compliance, and knowledge and experience in contract administration and processing change orders. 4. History of professional liability claims. 5. Clarity and logic of the proposed organizational framework: <ol style="list-style-type: none"> a. Experience of proposed project team members including education, experience, and past experience working as a team. b. Experience and qualifications of the project manager which will ensure project coordination through completion of the Scope of Work Objectives. 6. Proposer's capability to provide the proposed scope of project Management, Inspection, Specialty Inspection, and Testing services. 7. Impact of the proposer's workload on the capability/commitment of the project Manager to accomplish the required services within the City's schedule. | |
| 1.2.3 | Work Plan and Technical Approach | 30 percent |
| | <ol style="list-style-type: none"> 1. Approach to Change Order Cost estimating and claims. 2. Sufficiency of project record keeping and tracking. 3. Knowledge of video monitoring system means & methods | |
| 1.2.4 | References from Past Clients | 10 percent |

Three references related to IBM MAXIMO or related projects will be obtained from clients.

- 1.3 In the event a single proposal is received, or a single proposal received passes the “pass/fail” evaluation described in Section 1, the CITY may conduct a price or cost analysis of the proposal. A price analysis is the process of examining the proposal and evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to the retaining of a similar service. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

Where it is impossible to obtain a valid price analysis, it may be necessary for the CITY to conduct a cost analysis of the proposal price.

2. PROPOSAL CONTENT

2.1 Business Organization

State the full name and address of your organization and, if applicable, the parent or subsidiary entity that will perform or assist in performance of the work contained in your proposal or will provide any assistance. Indicate whether you operate as an individual, partnership, or corporation; if as a corporation, include the state in which you are incorporated and your Federal identification number. Also include a certified copy of your latest annual report, including a balance sheet and income statement.

2.2 Staff Description

Identify personnel requirements by number and skill. Further, include names and proposed physical location of executive and professional personnel who would be employed in this project. Indicate through the use of organizational diagrams and/or narrative statements, the proposed project manager and staff support, subcontracting, and specific functions of each assigned individual. Also provide detailed qualifications of employees or subcontractors who will be assigned to this project.

2.3 Prior Experience

Include descriptions of prior or present projects which would tend to substantiate your qualifications to perform this project. Include name, address and telephone number of the responsible person of former clients who may be contacted.

2.4 Statement of Proposal and Work Plan

State in succinct terms your understanding of the tasks to be addressed in this project, as presented in the RFP, and the proposed plan of work by which your proposal would accomplish the Scope of Work as described.

- A. The plan of work shall identify by task work activities, site meetings, presentations, interim and final written reports to be delivered in carrying out the Scope of Work.
- B. Describe the contributions and/or data that will be anticipated from MBL.
- C. If subcontractors or branch officers are used, clearly identify their capability and willingness to carry-out their assignments in the Scope of Work.

2.5 Work Schedule

Prepare a time-related chart relating tasks, subtasks, and meetings.

2.6 Price Proposal

Prepare a table of estimated person hours by professional classification and itemized by each of the proposed tasks. Include subcontract personnel in this table. (Appendix A)

SECTION III – GENERAL PROVISIONS

1. INSTRUCTION TO PROPOSERS

- 1.1 Successful proposer, herein after referred to as “CONSULTANT” shall provide the **MAXIMO CONFIGURATION AND CUSTIMIZATION PROJECT**, as described in these provisions, to the City of Montebello Municipal Bus Lines, hereinafter referred to as “MBL.”

- 1.2 Proposals will be received via PlanetBids up to the hour of **5:00 p.m.**, on **Tuesday March 20, 2018**. Proposals arriving later than 5:00 p.m. will be rejected.

A Pre-Proposal Meeting will be conducted on **Thursday, February 22, 2018** at **2:00 p.m.**, in the Transportation Building located at 400 South Taylor Avenue, Montebello. It is highly recommended that all potential proposers attend this important meeting.

A proposal is late if MBL receives it after the deadline stated in this Request for Proposal (RFP) for delivery of proposals. MBL will reject a late proposal without evaluation.

- 1.3 All verbal modifications of these conditions or provisions are void and ineffective for proposal evaluation purposes. Only written changes issued to proposers by MBL are authorized and binding. Addenda issued by MBL referring to this proposal and received by the proposer shall be acknowledged by submitting the **Receipt of Addenda Form** with the proposal.
- 1.4 No form revisions of any proposer will be considered as part of the proposal, unless written on the price sheet or attached thereon and referenced.
- 1.5 Proposals shall be signed by proposer’s authorized representative on the forms provided by MBL. MBL will not be responsible for any liability claims or costs incurred by the proposer in the preparation, transportation, and submission of proposals.
- 1.6 MBL reserves the right to accept or reject any or all proposals, to waive any irregularity in a proposal, and to make an award as may best serve the interest of MBL. The making of an award is contingent upon the availability of funding.

MBL reserves the right to make award within sixty (60) calendar days from the date proposals are opened. Should award in whole or part be delayed beyond the period of sixty (60) days, such award shall be conditioned upon proposer’s acceptance.

- 1.7 Compliance with Federal Requirements: This is a federally funded project and requires compliance with all federal requirements: Federal Transit Administration Grant Agreement.

Federal Changes: CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (16) dated Oct. 1, 2009) between MBL and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONSULTANT's failure to so comply shall constitute a material breach of this contract.

- 1.8 Execution of General Contract: The Contract shall be signed by the successful Proposer and returned, together with the specified payment and performance contract bonds, within ten (10) working days after the Contract has been mailed or otherwise delivered to Proposer. No Contract shall be considered as in effect until it has been fully executed by all of the parties thereto. Failure to execute the Contract and file acceptable bond within ten (10) working days after the Contract has been mailed or otherwise delivered to the successful Proposer shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of MBL not as a penalty, but in liquidation of damages sustained. Award may then be made to the next responsive and responsible Proposer, or the work may be re-advertised as MBL may decide.

Suits, Claims, Demands: The CONSULTANT agrees to protect, defend, indemnify, save and hold MBL harmless from and against all suits, claims, and demands based upon any infringement of the patent rights of any person or persons in consequence of the use by MBL or by any of its employees or agents, of articles supplied under contract, arising from proposals submitted and which the CONSULTANT is not lawfully entitled to sell, or from any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of any negligent act or omission on the part of the said CONSULTANT, its sub-CONSULTANTS, or any of their servants, employees or agents. MBL will give the CONSULTANT prompt notice in writing of the institution of any suit or proceeding and permit the CONSULTANT through his counsel to defend MBL and will give all needed information, assistance and authority to enable the CONSULTANT to do so.

Notice of Suit or Action Filed: The CONSULTANT shall give MBL immediate notice of any suit or action filed or prompt notice of any claim made against MBL arising out of the performance of this contract. The CONSULTANT shall furnish immediately to the MBL copies of all pertinent papers received by the CONSULTANT. If the amount of the liability claimed exceeds the amount of insurance coverage, the CONSULTANT shall authorize representatives of MBL or the Federal Government to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim.

Withhold of Prevailing Wage Forfeited Amounts: In accordance with SB 222, the CITY is required to withhold any amounts from progress payments to CONSULTANT that have been forfeited as penalties, or as wages owed to employees who have not been paid the prevailing wage for work performed, and transfer all withheld wages and penalties to the Labor Commissioner for disbursement in those cases where the CONSULTANT fails to bring a lawsuit for amounts withheld within 90 days after the completion of the public works contract and formal acceptance of the job by the CITY.

Terms and Conditions Binding Upon Sub-CONSULTANT: All terms and conditions contained in this Proposal shall be binding upon the CONSULTANT's sub-CONSULTANTS. The CONSULTANT shall enter into Contracts with its sub-CONSULTANTS and these Contracts shall contain these terms and conditions.

- 1.9 Notice to Proceed: The Notice to Proceed shall be issued within fifteen (15) working days of Contract execution. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between MBL and CONSULTANT. If the Notice to Proceed has not been issued within the 15-day period or within the period mutually agreed upon, the CONSULTANT may terminate the Contract without further liability on the part of either party.
- 1.10 Business License: The CONSULTANT and all Sub-CONSULTANTS will each secure a City of Montebello Business License prior to commencing work or services.

2. PROPOSAL SELECTION / AWARD OF CONTRACT

- 2.1 In determining the CONSULTANT, consideration will be given to the overall price, financial responsibility of the Proposer, responsiveness to these provisions, qualifications, suitability of the labor and material offered, and DBE participation (if a DBE goal has been specified in Section 7.4).
- 2.2 Single Proposal: In the event a single proposal is received, MBL may conduct a price or cost analysis of the proposal (to be limited to non-proprietary cost data only). A cost analysis is the process of examining the proposal and evaluating the separate cost elements. It should be recognized that a cost analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity and involving similar provisions. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

Where it is not possible to obtain a valid price analysis, it may be necessary for MBL to conduct a cost analysis of the proposal price.

- 2.3 Award of Contract: Within sixty (60) calendar days after the opening of proposals, if a Contract is to be awarded, the award will be made to the responsible, responsive, and qualified Proposer whose proposal complies with all the requirements prescribed. The successful Proposer will be notified, by letter mailed to the address shown on his proposal, that his proposal has been accepted and that he has been awarded the Contract.

3. ADDENDA / INTERPRETATION

- 3.1 Interpretation: No interpretation of the meaning of the plans, specifications or other pre-proposal documents will be made to any Proposer orally. Every request for such interpretations shall be in writing addressed to Eric Yan, Transit Grants and Projects Administrator, Department of Transportation, City of Montebello, 400 South Taylor Avenue, Montebello, California 90640 by electronic mail (eyan@cityofmontebello.com). Such requests must be received by **close of business on February 27, 2018**. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and, if issued, will be sent by electronic mail.
- 3.2 Proposer Responsibility: Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Request for Proposal. Proposer shall assume full responsibility for making himself completely aware both of the existence and contents of all addenda. At the time of opening of the proposals, each Proposer will be presumed to have read and to be thoroughly familiar with the Request for Proposal Documents (including all addenda) and referenced legal provisions. The failure or omission of any Proposer to examine any form, instrument, document, or referenced applicable legal requirements shall in no way relieve any Proposer from any obligation with respect to his proposal.

4. TIME OF COMPLETION

- 4.1 Upon award of Contract and written Notice to Proceed, the CONSULTANT shall complete evaluation of construction bids, construction management and administration, and post-construction administration, within the proposed "Time of Completion" Schedule. The detailed Scope of Work shall be as described in this Request for Proposal.
- 4.2 In case the services under the terms of these provisions and related purchase contract shall be necessarily delayed because of strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the CONSULTANT, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between CONSULTANT and MBL.

5. PAYMENT

5.1 A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to: **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640**. Any discount given will be taken on full amount of invoice, unless freight or other charges are itemized and discount thereon is specifically disallowed.

5.2 Payment will be made within thirty (30) days after acceptance and approval of invoice.

5.3 Payment Schedule: Monthly

Invoices may be furnished in accordance with the following schedule and reference CITY OF MONTEBELLO purchase order number. Such invoices shall detail the price of the delivered items, and applicable taxes on the purchase. The cost of the warranty and the cost of delivery shall be included in the proposal price. All labor costs, if any, shall be shown separately, i.e. installation.

Provide (1) One invoice monthly.

6. CIVIL RIGHTS REQUIREMENTS

During the performance of this Contract, the CONSULTANT agrees as follows:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, the CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - The CONSULTANT 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.

(b) Age - The CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.

(c) Disabilities - The CONSULTANT 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," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

- (3) The CONSULTANT 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.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 7.1 MBL Assurance: MBL shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract, or in the administration of its DBE Program.

MBL shall take all necessary and reasonable steps under Part 26, Title 49 of the Code of Federal Regulations (CFR), to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

MBL's DBE Program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this contract.

Implementation of this DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this contract. Upon notification to MBL of its failure to carry out its approved program, the DOT and/or the Federal Transit Administration (FTA) may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq).

- 7.2 Annual Overall Goal: In accordance with 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs," the MBL is required to establish an annual overall goal for the participation of DBEs in all contracts utilizing federal financial assistance. For the current fiscal year, the MBL has established a DBE participation goal of **3%**.

MBL's annual overall goal represents the amount of ready, willing, and able DBEs that are identified as available to participate in contracting opportunities, and is reflective of the amount of DBE participation MBL would expect absent the effects of discrimination.

- 7.3 Contract Goals: MBL intends to meet its goal to the maximum extent feasible through race-neutral measures, including the encouragement of DBE participation on contracts which have no specific DBE goal. Where race-neutral

measures are inadequate to meet the annual overall goal, MBL will establish specific contract goals for particular projects with subcontracting opportunities.

There is no DBE project goal established for this project. At this time (sponsor) will meet DBE goal on federally assisted projects through race neutral measures. (Sponsor) supports the use of race neutral measures to facilitate participation by DBEs and other small businesses, and encourages prime CONSULTANTS to subcontract portions of their work that might otherwise perform with their own forces.

- 7.4 Good Faith Efforts: If a specific DBE participation goal is identified in the above Section (7.3), a proposer must demonstrate that it can meet this specified goal in the performance of this contract in order for the proposal to be determined a responsive proposal. If a proposer cannot meet the specified goal, the proposer must demonstrate that it performed sufficient good faith efforts to meet the goal. A proposer who is not responsive shall be ineligible for award of contract.

Determination of Good Faith Efforts: If the amount of DBE participation does not meet the contract-specific goal, the DBE Officer shall review the good faith effort report submitted by the proposer. The DBE Officer shall determine whether the proposer has performed the quality, quantity, and intensity of efforts that demonstrates a reasonably active and aggressive attempt to meet the contract-specific goal.

The kinds of effort that will be considered demonstrative of “Good Faith Efforts” include, but are not limited to, the following: Whether the CONSULTANT solicited through all reasonable and available means (e.g., attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work; whether the CONSULTANT solicited interest within sufficient time to allow the DBEs to respond and, if appropriate steps were taken, to follow-up with interested DBEs; whether the CONSULTANT selected portions of work to be performed by DBEs and, where appropriate, broke-out contract work items into economically feasible units to facilitate DBE participation even when the CONSULTANT might otherwise prefer to perform these work items with its own forces; whether the CONSULTANT negotiated in good faith with interested DBEs (evidence includes names, addresses, and phone numbers; description of information provided regarding plans and specifications; and evidence as to why additional agreements could not be reached); whether the CONSULTANT made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; whether the CONSULTANT made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance; whether the CONSULTANT effectively used the services of available minority/women community organizations, CONSULTANTS’ groups, or other organizations to provide assistance; and whether other proposers on the procurement met the DBE goal.

Proposer's Right to Administrative Reconsideration: In the event that the DBE Officer determines that the responsible proposer has not met the contract-specific goal, and has not demonstrated good faith efforts, the DBE Officer will notify the proposer in writing. The notification shall explain the basis and include the reasons for the determination, and shall inform the proposer of its right to submit further written documentation or appear before the Reconsideration Official prior to the time that a recommendation for award of contract is presented to the City Council. (The Reconsideration Official is a CITY representative who did not take part in the original determination.) After reconsideration, MBL shall provide the proposer with a written decision. The result of the reconsideration process is not appealable by the proposer.

In the event that the Reconsideration Official finds that the proposer has not met the contract goal or demonstrated good faith efforts, MBL will deem said proposer not responsible and evaluate the proposer submitting the next proposal.

- 7.5 CONSULTANT Compliance with MBL DBE Policy: It is the policy of MBL to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to MBL's construction, procurement, and professional services activities. To this end, MBL has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBEs to develop and compete successfully outside of the DBE program.

In connection with the performance of this contract, the CONSULTANT will cooperate with MBL in meeting these commitments and objectives.

- 7.6 Required Proposal/Proposal Submittals: Proposer shall submit with proposal the following information for all participating firms: Firm name, firm address, firm status as a DBE or non-DBE, the age of the firm, and the annual gross receipts of the firm. **(Attachment A-3, Bidders List of Participating Firms)**

In addition, proposer shall submit within five days of proposal opening the names and addresses of all DBE firms that will participate in the contract; a description of the work that each DBE will perform; the dollar amount of the participation of each DBE firm; written documentation of commitment to use DBE SubCONSULTANTS whose participation the CONSULTANT submits to meet the contract goal; and written confirmation from the DBE that it is participating in the contract as provided in the CONSULTANT's commitment. **(Attachment A – Statement of Disadvantaged Business Enterprise Participation)**

MBL shall require that any DBEs listed by proposers for participation in the contract be certified as eligible DBEs. MBL will accept current certifications by the DOT and its agencies, the Small Business Administration, or other DOT federal financial assistance recipients, as appropriate. **Within five days of**

proposal opening, DBEs with current certification must attach a copy of their current Letter of Certification and a copy of their current Statement of Personal Net Worth.

MBL will require any firm listed, but not currently certified as a DBE, to submit the proper certification information within five days of proposal opening in order to be included in the proposer's DBE achievement.

- 7.7 CONSULTANT Assurance: Pursuant to 49 CFR Part 26, the CONSULTANT is required to make the following assurance in its agreement with MBL and to include this assurance in any agreements it makes with subCONSULTANTS in the performance of this contract:

"The CONSULTANT or SubCONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT or SubCONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as MBL deems appropriate."

- 7.8 Prompt Payment to SubCONSULTANTS: The CONSULTANT must pay SubCONSULTANTS for satisfactory performance of their contracts no later than 15 days from the receipt of payment made to the CONSULTANT by MBL. Prompt return of retainage payments from the CONSULTANT to the SubCONSULTANT will be made within 15 days after the SubCONSULTANT's work is satisfactorily completed.

Any delay or postponement of payment among the parties may take place only for good cause and with MBL's prior written approval. If the CONSULTANT determines the work of the SubCONSULTANT to be unsatisfactory, it must notify MBL's DBE Officer immediately in writing and state the reasons. Failure by the CONSULTANT to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

- 7.9 Reports of Payment to DBE SubCONSULTANTS: The DBE Officer will monitor the amount actually paid by the CONSULTANT to SubCONSULTANTS, and will require the CONSULTANT to provide monthly reports of payments to DBEs. A letter will be sent to the DBE SubCONSULTANTS to verify the dollar amount.

The amount awarded to the DBE, the amount paid to the DBE as stated by the CONSULTANT, and the amount paid to the DBE as verified by the DBE, will be reported to the Federal Transit Administration (FTA).

- 7.10 Contract Change or Amendment: When a contract change or amendment is made, the CONSULTANT will submit a statement to the DBE Officer regarding how the change may affect DBE subcontracting.
- 7.11 Reporting DBE Participation: The CONSULTANT is required to report all DBE participation on their contract whether or not the contract contains a specified DBE goal. The CONSULTANT is not to count participation of a DBE SubCONSULTANT until the amount being counted has been paid to the DBE.
- 7.12 Counting DBE Participation toward the Contract Goal: Only the work actually performed by a DBE will be counted towards the DBE goal. The cost of supplies and materials obtained by the DBE or equipment leased (except from the CONSULTANT or its affiliate) may also be counted.

Commercially Useful Function: Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. Expenditures may only be counted if the DBE is performing a commercially useful function. A DBE should perform at least 30 percent of the total cost of its contract with its own work force. Decisions on commercially useful function are subject to review by the FTA, but are not administratively appealable to DOT.

If materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost will be counted. If the materials and supplies are purchased from a DBE regular dealer, 60 percent of the cost will be counted.

- 7.13 DBE Replacement: The CONSULTANT must make a good faith effort to replace a defaulting DBE SubCONSULTANT with another certified DBE. The CONSULTANT must immediately notify the DBE Officer of the DBE's inability to perform, and provide reasonable documentation. The CONSULTANT must receive prior written approval on the substitute DBE from MBL. The CONSULTANT will provide copies of new or amended subcontracts and copies of the substitute DBE's current Letter of Certification and current Statement of Personal Net Worth.

If the CONSULTANT proposes to replace a DBE SubCONSULTANT with a non-DBE, sufficient good faith efforts documentation must be provided. If the CONSULTANT fails or refuses to comply in the time specified, MBL will issue an order stopping all, or part of, payment/work until satisfactory action has been taken. If the CONSULTANT still fails to comply, MBL may issue a termination for default proceeding.

- 7.14 Evaluation of Proposals with DBE Goals: After the proposal opening, or submission of proposals, the DBE Officer shall evaluate all proposals with regard to the DBE requirements to determine a recommendation for award of contract. The responsible proposer, who also meets the contract-specific goal or demonstrates good faith efforts, shall be recommended for contract award. In

the event that the proposer does not meet the contract-specific goal or demonstrate good faith efforts, the DBE Officer shall evaluate the next proposal.

8. FINANCIAL ASSISTANCE / DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATIONS

Financial Assistance: The items described in these provisions are to be purchased with assistance through a grant funded by the Federal Transit Administration under the Urban Mass Transportation Act of 1964. The CONSULTANT shall comply with all applicable terms and conditions prescribed by the Federal Government for third party contracts.

Disclaimer of Federal Government Obligations: The Federal Government is not a party to this contract and has no obligations or liabilities to any CONSULTANTS in connection with the performance of this project. The CONSULTANT agrees to include this clause in each sub-contract.

9. PROHIBITED INTEREST

- 9.1 No Council member, officer, or employee of the City of Montebello or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of California.

10. CONSULTANT ELIGIBILITY (DEBARMENT, SUSPENSION, EXCLUSION, COLLUSION)

- 10.1 In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published and update to 49 CFR Part 29 on 11/26/03. This government wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). These are contracts and subcontracts referred to in the regulation as "covered transactions."

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONSULTANT is required to verify that none of the CONSULTANT, its

principals, as such defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONSULTANT is required to comply with 49 CFR 29, Subpart C and must include this requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its proposal, the Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by MBL. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to MBL, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this proposal. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 10.2 Affidavits are required to be completed by the CONSULTANT and by all Sub-CONSULTANTS declaring that the proposal is in all respects fair and without collusion or fraud. **(Attachment F, Non-Collusion Affidavit of Prime Bidder; Attachment G, Non-Collusion Affidavit of Sub-CONSULTANT)**
- 10.3 A contract cannot be awarded to any vendor that is on the United States Comptroller General's list of ineligible CONSULTANTS. The potential Prime CONSULTANT and all potential sub-CONSULTANTS must complete the **Ineligible CONSULTANTS Form (Attachment D-1)** regarding debarment for violations of public contracts incorporating Labor Standard Provisions.

11. FEDERAL PROHIBITED INTEREST / LOBBYING

- 11.1 Federal Prohibited Interest: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom {FTA Grant Agreement, Part II, Sec. 114 (m)}.
- 11.2 Lobbying: No Federal appropriated funds have been paid or will be paid, by or on behalf of the supplier/company, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, in connection with the awarding of any Federal Contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan, or cooperative agreement.

As a recipient of federal funds, MBL is required to certify compliance with the influencing restrictions and efforts of CONSULTANT to influence federal officials regarding specific procurements in excess of \$100,000.00 that must be disclosed pursuant to Section 1352, Title 31 U.S. Code.

The successful offeror to this solicitation, and all Sub-CONSULTANTS with contracts of \$100,000.00 or more, will be required to complete and submit to MBL the certification form entitled "**Certification of Restrictions on Lobbying," Attachment E**, whether or not any lobbying efforts took place. If the successful offeror, and/or primary Sub-CONSULTANT, did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to MBL. Form is available upon request.

12. CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION / 'BUY AMERICA' PROVISION / PERMITS

12.1 Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a Contract modification.

12.2 Contract Termination: MBL may terminate any resulting Contract for convenience at any time by giving the CONSULTANT written notice thereof. Upon termination, MBL shall pay the CONSULTANT his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the CONSULTANT a percentage of the project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the CONSULTANT breaches the terms or violates the conditions of the Contract, and does not within ten days, thereafter, cure such breach of violation, MBL may immediately terminate the Contract for default. CONSULTANT shall be liable for any and all costs incurred by MBL as a result of such default.

12.3 Buy America: The Buy American requirement provides that federal funds may not be obligated for mass transportation projects unless steel, cement, and manufactured products used in such projects are produced in the United States. The requirement will not apply in the following four cases:

- A. When its application is against the public interest (as decided by the FTA Administration on a case-by-case basis).
- B. When the required materials and products are not produced in the U.S. in sufficient quantities and of satisfactory quality.
- C. When, in the procurement of buses and other rolling stock, the cost of the components which are produced in the U.S. is more than 60 percent of the cost of all components of the vehicle or equipment, and if the final assembly takes place in the U.S.

- D. When the inclusion of domestic material will increase the over-all cost of the project Contract by more than 10 percent in the case of projects for the acquisition of buses and rolling stocks; and 25 percent in the case of all other projects.

The Vendor, who seeks to establish grounds for an exception, must seek the exception, in writing, to the Purchasing Manager at least fifteen (15) days prior to proposal opening.

When a petition for investigation has been filed with FTA before award, MBL reserves the right to not make an award prior to the resolution of the investigation by FTA and when a request for investigation has been filed with FTA before the opening of proposals, MBL reserves the right to not open proposals prior to the resolution of the investigation by FTA.

The CONSULTANT and all Sub-CONSULTANTS with contracts of \$100,000 or more are required to certify compliance or non-compliance with this provision by submitting the attached **“Buy America Certificate” (Attachment B)**, with the proposal.

- 12.4 Permits: CONSULTANT shall be responsible for obtaining any and all permits required to perform any installations. The installation shall be in complete compliance with the City of Montebello Building, Fire Codes, and CAL OSHA and any other governmental regulations that relate to this contract.

13. **INSURANCE**

CONSULTANT, performing as an independent CONSULTANT hereunder, shall be fully responsible for providing Workman's Compensation and General Liability coverage as follows:

<u>Type of Insurance</u>	<u>Limits of Liability (Minimum)</u>
Workman's Compensation	Statutory
Professional Liability	\$1,000,000
Employer's Liability	\$ 500,000 (each accident)
General Liability	\$1,000,000 combined single limit
Comprehensive Form	
Premises Operations	\$1,000,000
Explosion and Collapse Hazard	
Underground Hazard	
Products/Completed Operations Hazard	\$1,000,000
Contractual Insurance	\$1,000,000
Broad Form Property Damage	
Independent Contractors	\$1,000,000

Automobile Liability	\$500,000 combined single limit
Owned	
Hired	
Non-owned	
Garage Liability	\$500,000

MBL shall have no responsibility of liability for such insurance coverage.

CONSULTANT must provide a certificate of insurance compliance which must be approved by the CITY OF MONTEBELLO before the work commences. Proof of liability insurance shall be by means of an endorsement stating that the CITY OF MONTEBELLO is an additional insured under the general liability policy. The CITY shall be listed as an additional insured on all certificates of insurance and must be notified 30 days in advance of insurance cancellation or termination. Certification to be submitted to the CITY's Purchasing Manager, RFP No. 17-17, City of Montebello, 1600 West Beverly Boulevard, Montebello, CA 90640.

14. SCOPE OF CONTRACT

CONSULTANT shall provide all services necessary as per the Scope of Work described in this Request for Proposal.

15. QUALIFICATIONS OF PROPOSERS

15.1 Proposer shall be either manufacturers of the items proposed upon, or shall satisfy MBL of their ability to furnish the specified items. Only Proposer of established reputation, having proper facilities to provide the items called for in these provisions, shall be considered in making the award. **The attached References must be completed and submitted if the proposal is to be considered responsive.**

15.2 **A Proposer must present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the proposal.** The attached Proposer's Information, Qualifications Certification must be completed, notarized and submitted if the proposal is to be considered responsive.

16. PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The price to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the CONSULTANT provide complete services of the type prescribed. Any items omitted from such specifications which are

clearly necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the CONSULTANT in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

17. PROPOSAL PROTEST PROCEDURES / POLICY BEFORE PROPOSAL OPENING

Each proposal shall set a timetable for filing a protest before a proposal opening, (10 working days).

The most common types of protest that might be filed before a proposal opening would include one based upon restrictive specifications, or alleged improprieties in any type of solicitation that is apparent prior to the scheduled proposal opening.

MBL will grant the protesting firm a fair review, and allow up to 10 working days to review or appeal a decision provided no state or federal law or regulation has been violated.

It is the intent of MBL to resolve all protests at the local level.

When a protest is filed before a scheduled proposal opening certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame, (10 working days).
- B. The protest must contain the reason(s) for the protest and should recommend a remedy.
- C. Where appropriate, MBL will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all Proposers/offerors and sub-CONSULTANTS or suppliers provided they have a substantial economic interest in a portion of the RFP.
- D. All potential Proposers will be advised of a pending protest.
- E. MBL shall not open proposals prior to the resolution of the protest, unless it is determined that:
 - The items to be procured are urgently required, or;
 - Delivery or performance will be unduly delayed by failure to make the award promptly, or;
 - Failure to make prompt award will otherwise cause undue harm to MBL or the Federal Government.

- F. MBL will respond in writing within 10 working days after receipt of a properly filed protest. The response will be provided by the Purchasing Manager and will include a response to each substantive issue raised in the protest.
- G. After the exhaustion of administrative remedies the protesting party will be given our final decision. The Purchasing Manager has the authority to make the final determination regarding all protests.

Note: The Federal Transit Administration will only review a protest that the grantee failed to have or to follow its protest procedures, or that it failed to review a complaint or protest. A protest to the Federal Transit Administration must be filed in accordance with Federal Transit Administration Circular C4220.1F.

All protests must be filed within 10 working days and sent to the Purchasing Manager for determination.

The CITY of Montebello
Attn: Purchasing Manager
1600 W. Beverly Boulevard
Montebello, CA 90640

18. PROPOSAL PROTEST PROCEDURES / POLICY AFTER PROPOSAL OPENING / POST AWARD

A protest filed after a proposal opening or post award must be filed within 5 working days after the proposal opening or notice of award.

The types of protests most commonly filed after proposal openings are varied, e.g., one in which the award is made to other than the low Proposer, changes to the criteria during proposal evaluation, proposal compliance, etc.

MBL will grant the protesting firm a fair review, and allow up to 10 working days to review or appeal a decision provided no state or federal law has been violated.

It is the intent of MBL to resolve all protests at the local level.

All protests, including Federal Transit Administration funded projects, must follow certain guidelines.

- The protest must be submitted in writing within the specified time frame, (5 working days).
- The protest must contain the reason(s) for the protest and recommend a remedy.
- Where appropriate, MBL will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may

include all Proposers/offerors and Sub-CONSULTANTs or suppliers provided they have a substantial economic interest in a portion of the RFP.

- MBL will respond in writing within 10 working days after receipt of the protest. The response will be provided by the Purchasing Manager and will include a response to each substantive issue raised in the protest.
- After exhaustion of administrative remedies, the protesting party will be given our final decision. The Purchasing Manager has the authority to make the final determination regarding all protests.

Note: The Federal Transit Administration will only review a protest that the grantee failed to have or to follow its protest procedures, or that it failed to review a complaint or protest. A protest to the Federal Transit Administration must be filed in accordance with Federal Transit Administration Circular C4220.1F.

All protests must be filed within 5 working days of the date the protester knew or should have known of the violation.

19. DRUG-FREE WORKPLACE

The CONSULTANT, and all Sub-CONSULTANTs, must certify that they have a drug-free workplace and comply with Government Code Section 8355 (**Certification of Drug-Free Workplace, Attachment H**).

20. REMEDIES / SANCTIONS FOR BREACH OF CONTRACT

MBL may terminate the contract if the successful offeror breaches the terms or violates the conditions of the contract, and does not within ten (10) days thereafter, cure such breach or violation. The successful offeror shall be liable for any and all costs incurred by MBL as a result of such default, including but not limited to re-procurement costs of the same or similar services defaulted by the successful offeror under this Agreement {49CFR 18.36(i)(2)}.

21. INSPECTION AND RETENTION OF RECORDS

The CONSULTANT shall permit authorized representatives of MBL, the U.S. Federal Transit Administration, and the Comptroller General of the United States to inspect and audit all data and records of the CONSULTANT relating to its performance and its sub-contracts under this contract from the date of the contract through and until the expiration of three years after completion of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONSULTANT agrees to maintain same until MBL, the U.S. Federal Transit Administration, and the Comptroller General of the United States, or any of their duly authorized representatives,

have disposed of all such litigation, appeals, claims or exceptions related thereto. MBL retains ownership of all project documents and records maintained by the CONSULTANT on behalf of MBL.

22. STATE LABOR PROVISIONS/ LABOR COMPLIANCE/ CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Prevailing Wage Rates: Attention is directed to the requirement that no less than the Prevailing Wage Rates shall be paid on this project. Certified Payrolls on MBL-approved State forms are required for all workmen. Rates of pay will be current State of California, as shown in the "General Prevailing Wage Rate" Manual as determined by the State Director of Industrial Relations.

CONSULTANT agrees to abide by the provisions of the State Labor Code {49CFR, 18.36 (l)(2)}, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations. FTA Grant Agreements, part II, section 119 (a).

Pursuant to the provisions of Section 1770 of the California Labor Code of the State of California, not less than the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, shall be maintained at all times during the course of the contract. These rates are made a part of this contract by reference. The CONSULTANT shall comply with Section 177.5 of the Labor Code of State of California for all apprenticeable occupations.

Labor Compliance: It is the policy of MBL that all CONSULTANTS and Sub-CONSULTANTS engaged in public works construction shall adhere to applicable laws and regulations. In accordance with this policy, for the duration of this contract, MBL shall institute a labor compliance program to monitor compliance. The CONSULTANT shall cooperate fully with Labor Compliance monitoring efforts and the representatives engaged in this effort.

Because this project is subject to the provisions of State and Federal law governing public works contracts, all pertinent statutes and regulations are hereby incorporated by reference into this document as if set forth in their entirety, including Copeland Anti-Kickback Act requirements of 29 CFR part 3, Davis-Bacon and Related Act requirements of 29 CFR parts 1, 3, and 5, and Contract Work Hours and Safety Standards Act requirements of Section 107, 40 U.S.C. 333 and 29 CFR part 1926. CONSULTANTS and Sub-CONSULTANTS by entering into, or performing work under, this project agree to comply with all provisions of the law that apply to public works. It is the responsibility of the CONSULTANT to obtain and adhere to the latest edition of the statutes and regulations **including, but not limited to, the following:**

- Apprentices -- All apprentices employed on this project shall be bona fide

apprentices registered with the State of California, Division of Apprenticeship Standards.

- Certified Payroll -- All CONSULTANTS shall submit weekly certified payroll records for all laborers and mechanics furnishing labor to the project not later than ten calendar days after the closed payroll period.
- Payment Of The Prevailing Wage -- The CONSULTANT and all Sub-CONSULTANTS under him shall pay not less than the specified prevailing wage rate to all workmen employed in the execution of the contract.
- Working Hours -- The CONSULTANT shall pay workers employed on the contract not less than the appropriately specified straight time and overtime prevailing wages for all hours worked.
- Employee Interviews -- MBL, through its representatives, will conduct weekly on-site interviews of workers employed on the contract. The interviews shall be conducted without the interference or obstruction of the CONSULTANT. No worker who is interviewed is to be threatened, coerced, or intimidated.

Violations: MBL will take cognizance of violations of the prevailing wage and public works laws committed during the course of this contract. Such evidence of violation may result in the assessment of penalties and forfeitures to the fullest extent allowed by law until compliance has been strictly effectuated. MBL may suspend or terminate a contract, or debar a CONSULTANT from future contracts, for breach of the Labor Compliance Requirements.

Contract Work Hours and Safety Standards Act

- (1) Overtime requirements** - No CONSULTANT or subCONSULTANT contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the CONSULTANT and any subCONSULTANT responsible therefor shall be liable for the unpaid wages. In addition, such CONSULTANT and subCONSULTANT shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum

of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

- (3) **Withholding for unpaid wages and liquidated damages** – MBL shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or subCONSULTANT under any such contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or subCONSULTANT for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
- (4) **Subcontracts** - The CONSULTANT or subCONSULTANT shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subCONSULTANTS to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any subCONSULTANT or lower tier subCONSULTANT with the clauses set forth in this section.
- (5) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the CONSULTANT during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONSULTANT shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONSULTANTS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the

apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

23. CLEAN AIR / WATER POLLUTION CONTROL / ENERGY CONSERVATION

The CONSULTANT shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C., 1251 et seq.), and all applicable and mandatory standards, policies, orders, or requirements issued pursuant to Federal statute or regulation relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.). CONSULTANT is responsible for reporting any violations to MBL and understands and agrees that MBL will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CONSULTANT also agrees to include these requirements in each sub-contract exceeding \$100,000.

24. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Prime CONSULTANT and all Sub-CONSULTANTS on this project are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C., sub section 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C., sub section 794; section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. sub section 1612; and the following regulations and any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- D. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

- F. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19.
- G. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

25. SAFETY AND HEALTH REGULATION

Contract Work Hours and Safety Standards Act: The CONSULTANT agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 333, and applicable U.S. Department of Labor regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the CONSULTANT agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions. The CONSULTANT also agrees to include the requirements of this section in each subcontract.

26. SUBLETTING OR ASSIGNMENT OF CONTRACT

- A. The CONSULTANT shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, without written consent of MBL. No Sub-CONSULTANT, or transfer of Contract, shall in any case release the CONSULTANT of his liability under the Contract and Bonds.
- B. The CONSULTANT shall submit with his Proposal the name and address of each Sub-CONSULTANT he intends to employ, a description of the work which the Sub-CONSULTANT is to do, the dollar amount of each Sub-CONSULTANT contract, and such other information as may be required in order that MBL's approval may be obtained as to reliability and ability to perform the work (**Bidders List of Participating Firms, Attachment A-3**).

27. SUB-CONSULTANTS

- A. Required Submittals for Sub-CONSULTANTS and Material Suppliers:
Listings of all Sub-CONSULTANTS and Material Suppliers performing work

for the prime Contract shall be submitted and received with the CONSULTANT's Proposal. Lists of Sub-CONSULTANTS and Material Suppliers are a part of the proposal package, and failure to submit said listings might constitute the submittal of an incomplete proposal. Pre-printed forms are attached (**Bidders List of Participating Firms, Attachment A-3, and List of Sub-CONSULTANTS/ Material Suppliers, Attachment I**).

- B. Terms and Conditions Binding Upon Sub-CONSULTANTS: All terms and conditions contained in this Proposal shall be binding upon the CONSULTANT's Sub-CONSULTANTS. The CONSULTANT shall enter into Contracts with its Sub-CONSULTANTS and these Contracts shall contain these terms and conditions.

28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801, et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed.

In addition to other penalties that may be applicable, the CONSULTANT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONSULTANT to the extent the Federal Government deems appropriate.

The CONSULTANT also acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C., 1001 and 49 U.S.C., 5307(n)(l) on the CONSULTANT, to the extent the Federal Government deems appropriate.

The CONSULTANT agrees to include the above two clauses in each sub-contract. It is further agreed that the clauses shall not be modified, except to identify the Sub-CONSULTANT who will be subject to the provisions.

29. PRIVACY ACT

The CONSULTANT agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C., 552a.

The CONSULTANT also agrees to include these requirements in each sub-contract.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference.

Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this document. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any MBL requests which would cause MBL to be in violation of the FTA terms and conditions.

31. SEISMIC SAFETY

The CONSULTANT agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The CONSULTANT also agrees to ensure that all work performed under this contract including work performed by a subCONSULTANT is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

SECTION IV CONTRACT AGREEMENT

DRAFT

CITY OF MONTEBELLO, CALIFORNIA

CONTRACT AGREEMENT

FOR

**MAXIMO CONFIGURATION AND CUSTIMIZATION
FOR CITY OF MONTEBELLO TRANSPORTATION DEPARTMENT**

RFP NO. 18-30

This Contract Agreement ("Agreement") is made and entered into for the above stated project this ____ day of _____, 2018 by and between the City of Montebello, as "AGENCY," and _____ as "CONSULTANT," collectively referred herein as the Parties.

RECITALS

A. AGENCY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. CONSULTANT is a corporation duly organized and doing business in the State of California. CONSULTANT represents it has the background, knowledge, experience and expertise necessary to provide the AGENCY with the equipment, goods and services set forth in this Agreement.

C. AGENCY seeks to procure from CONSULTANT, and CONSULTANT seeks to provide to the AGENCY, equipment, goods and services necessary for the **MAXIMO CONFIGURATION AND CUSTIMIZATION** ("Project") as further described in RFP No. **18-30**.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONSULTANT agree as follows:

ARTICLE I. Incorporation of Recitals and other Contract Documents

The above-referenced Recitals constitute a material part hereof, and shall hereby be incorporated by reference. Moreover, for purpose of this Agreement, the contract documents for the aforesaid Project shall consist of the Notice Inviting Proposals, Instructions to Proposers, Price Proposal, General Specifications, Standard Specifications, Special Provisions, General Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with all required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and also including any and all addenda or supplemental

agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner (collectively referred herein as the "Contract Documents"). All of the provisions of said Contract Documents constitute a material part hereof, and shall be hereby incorporated by reference as though fully set forth herein.

ARTICLE II. Services to be performed by CONSULTANT

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONSULTANT agrees to perform the services and furnish all materials necessary to perform all work required for the above stated Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents. CONSULTANT covenants with the AGENCY to furnish its best skill, judgment and efforts and to cooperate with the AGENCY and any other consultants or CONSULTANTS engaged by the AGENCY in providing the services necessary for the Project. CONSULTANT covenants to use its best effort to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the AGENCY. Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work and shall result in a neat finished appearance to the satisfaction of the AGENCY.

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, the AGENCY agrees to pay and the CONSULTANT agrees to receive and accept the prices set forth in the Price Proposal submitted by CONSULTANT dated _____, 2018 ("Compensation"). The total amount of the compensation shall not exceed the sum of _____ dollars (\$_____). AGENCY shall pay CONSULTANT upon thirty (30) days of receipt of invoice and full acceptance of product and services by the AGENCY.

Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV. Completion of Work

The work and services set forth in this Agreement will be completed in a timely manner, and in accordance with an agreed upon work schedule to be determined by Parties. An extension of the period for completion may be granted by mutual agreement by the Parties herein for reasons outside the control of the CONSULTANT including acts of God. CONSULTANT shall request an extension by notifying AGENCY in writing at least fifteen (15) days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle CONSULTANT to additional compensation unless, as a consequence of such extension, additional work must be performed and such additional work is approved in writing. In such event, AGENCY shall in good faith consider any request for additional compensation submitted by CONSULTANT.

ARTICLE V. Ownership of Written Products

All reports, documents or other written material ("written Products") developed by CONSULTANT in its performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by the AGENCY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

ARTICLE VI. Independent Contractor

CONSULTANT is, and shall at all times remain to the AGENCY, a wholly independent contractor. CONSULTANT shall have no power to incur and debt, obligation, or liability on behalf of the AGENCY or otherwise to act on behalf of the AGENCY as an agent. Neither the AGENCY nor any of its officers, employees or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as set forth in this Agreement. CONSULTANT shall not represent that it is, or that any of its agents or employees are, in any manner employees of the AGENCY.

ARTICLE VII. Confidentiality

All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by the AGENCY. The AGENCY shall grant such consent if disclosure is legally required. All AGENCY data, documents, objects, materials or other tangible things shall be returned to the AGENCY upon the termination or expiration of this Agreement. CONSULTANT agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE VIII. Compliance with State and Local Laws

CONSULTANT acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions. All services required under this Agreement will be performed by CONSULTANT, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

CONSULTANT shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by AGENCY. CONSULTANT shall be responsible for payment of all employees' and subCONSULTANT's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONSULTANT shall indemnify and hold harmless the AGENCY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

ARTICLE IX. Indemnification

CONSULTANT agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, or causes of action, including reasonable attorneys' fees and related costs and

expenses, which may accrue against the AGENCY based on, arising out of, or in any way related to the services undertaken or performed by CONSULTANT under this Agreement regardless of responsibility for negligence. In addition, CONSULTANT shall defend, indemnify, and hold harmless the AGENCY, from and against any and all claims, liabilities and losses whatsoever, including reasonable attorney's fees and related costs and expenses, occurring or resulting from any action attributable to any and all persons, firms, or corporations employed or contracted by CONSULTANT or its subconsultants in connection with the services under this Agreement, regardless for responsibility for negligence.

ARTICLE X. Insurance

In accordance with the terms of the Contract Documents, CONSULTANT shall furnish AGENCY a policy or certificate of insurance evidencing coverage for Worker's Compensation insurance and comprehensive liability insurance, including automobile, in which upon the request of AGENCY, its officers and employees shall be named as additional insured with respect to all claims arising out of or in connection with the work to be performed, including any act or omission of employees, agents, sub-CONSULTANTS, or their employees, whether or not caused by the sole (or contributing) negligence of AGENCY, its officers or employees, and which shall remain in full force and effect until the work or services is accepted herein by AGENCY. The policies shall provide the coverage limits set forth in the Contract Documents. Such comprehensive liability insurance shall be primary and non-contributing with any insurance coverage available to AGENCY, shall contain a severability of interest clause (cross liability) and shall provide that it shall not be canceled or materially reduced without thirty (30) days prior written notice to AGENCY.

ARTICLE XI. Authorization by CONSULTANT

CONSULTANT affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all duly authorized individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

ARTICLE XII. Termination

In the event that either party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within two (2) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

The AGENCY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) business days written notice to CONSULTANT. Upon the termination of this Agreement as provided herein, the AGENCY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation.

This Agreement shall expire upon full payment of the Compensation by the AGENCY to CONSULTANT.

ARTICLE XIII. Dispute Resolution and Legal Remedies

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded.

ARTICLE XIV. Subcontract, Assignment or Delegation

CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, wither in whole or in part, without the prior written consent of AGENCY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed subCONSULTANT, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONSULTANT and shall not bind or purport to bind AGENCY and shall not release CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or subCONSULTANTS. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONSULTANT under the Agreement.

ARTICLE XV. Non-discrimination and Equal Opportunity Employer

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, martial status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONSULTANT will take affirmative action to ensure that sub-consultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

ARTICLE XVI. Notices

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals

hereunder shall be given to the following addresses or such other addresses as the parties may designate by written notice:

To AGENCY: Montebello Bus Lines
 400 S. Taylor Ave.
 Montebello, CA 90640
 Attention: Tom Barrio
 Director of Transportation
 Phone: 323-558-1625

To CONSULTANT:

Attention:
Phone:
Email:

ARTICLE XVII. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision nevertheless will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XVIII. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ARTICLE XIX. Entire Agreement

This Agreement and the Contract Documents aforementioned shall constitute the entire agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. No attempted waiver of any of the provisions herein, nor any change, amendment or modification to this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE XX. Effective Date

Unless otherwise specified herein, this Agreement shall become effective as of the date in which the last of the Parties, whether AGENCY or CONSULTANT, executes this Agreement. This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this ____day of _____, 2017.

CITY OF MONTEBELLO
("CITY")

("CONSULTANT")

Vanessa Delgado, Mayor

Federal Tax Identification No. _____

Date: _____

Date: _____

ATTEST:

Irma-Bernal Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

SECTION V

FORM SUBMITTAL REQUIREMENTS

The following forms indicated by asterisk (*) **must be completed by the prime bidder and accompany all bids in order to be considered for award**; the following forms not marked by asterisk are to be submitted at the time set in the bid documents:

<u>Attachment</u>	<u>Name of Form</u>	<u>Referenced in Section</u>
*	References	G.P. 15.1
*	Receipt of Addenda Form	G.P. 1.3
*	Proposers Information, Qualification Cert.	G.P. 15.2
*A	Statement of DBE Participation	G.P. 7.6
*A-3	Bidders List of Participating Firms	G.P. 7.6, 27-A
*B	Buy America Provision	G.P. 12.3
*D-1	Ineligible Contractors (Prime)	G.P. 10.3
D-1	Ineligible Contractors (Sub)	G.P. 10.3
*E	Certification of Restrictions on Lobbying	G.P. 11.2
*D	Certification Re Debarment & Suspension	G.P. 10
*F	Non-Collusion Affidavit of Prime Bidder	G.P. 10.2
G	Non-Collusion Affidavit of Sub-Contractor	G.P. 10.2
*H	Certification of Drug-Free Workplace (Prime)	G.P. 19
H	Certification of Drug-Free Workplace (Sub)	G.P. 19
APPENDIX A	Vendor Task	S.O.W. 2.6

The following forms/requirements are to be provided only by the successful bidder:

	Insurance	G.P. 13
--	-----------	---------

Reproduce forms as needed.

REFERENCES

Provide at least three (3) public agencies/firms for which BIDDER has performed similar work within the past five years.

Agency Name _____ Department _____

Address _____ City _____ Zip _____

Contact Name _____ Phone Number (____) _____

Project Name _____

Contract Amount \$ _____ Completion Date ____/____/____

Type of Work:

Agency Name _____ Department _____

Address _____ City _____ Zip _____

Contact Name _____ Phone Number (____) _____

Project Name _____

Contract Amount \$ _____ Completion Date ____/____/____

Type of Work:

Agency Name _____ Department _____

Address _____ City _____ Zip _____

Contact Name _____ Phone Number (____) _____

Project Name _____

Contract Amount \$ _____ Completion Date ____/____/____

Type of Work:

Agency Name _____ Department _____

Address _____ City _____ Zip _____

Contact Name _____ Phone Number (____) _____

Project Name _____

Contract Amount \$ _____ Completion Date ____/____/____

Type of Work:

RECEIPT OF ADDENDA FORM
RFP No. 18-30

The PROPOSER acknowledges the receipt and incorporation of the following addenda into the Request for Proposal.

PROPOSER NAME: _____

BUSINESS ADDRESS: _____

<u>Addenda #</u>	<u>Issue Date</u>	<u>Receipt Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

PROPOSERS INFORMATION, QUALIFICATIONS CERTIFICATION

PROPOSER Name _____

Business Address _____

Phone (____) _____ FAX (____) _____

Name of Project Manager _____

Business License No. _____

Original Date Issued _____ Expiration Date _____

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

.....
.....

Indicate Date and Location of incorporation: _____

How many years have you been engaged in the contracting business under your present firm or trade name? _____

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

Date	Principal Name
_____	_____
_____	_____
_____	_____
_____	_____

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

.....
.....
.....

Has your present organization ever failed to complete any work awarded to it? Yes ☐ No ☐
If yes, state when, where, and why.

.....
.....

Has your present organization ever defaulted on a contract? Yes ☐ No ☐
If yes, state when, where, and why.

.....
.....
.....

Indicate the name and address and phone number of one or more banks which have information that would enable them to advise regarding the financial ability of your company.

.....
.....
.....
Credit available: \$ _____

Will you fill out a detailed financial statement and furnish any other information that may be required by the state of California? ☐ Yes ☐ No

Employer Identification Number (Treasurer's Number): _____
.....

CERTIFICATION

In WITNESS WHEREOF, BIDDER certifies that the foregoing is true and correct; and executes and submits this bid this _____ day of _____, 20__.

PROPOSER: _____

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Subscribed and sworn to before me

this _____ day of _____, 20__

Signed _____

Title _____

My Commission expires _____

**STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone No.

Type of Business

Current DBE Certification? ☐ Yes* ☐ No**

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total contract _____

Firm Name

Address

Phone No.

Type of Business

Current DBE Certification? ☐ Yes* ☐ No**

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total contract _____

Signature: _____

(Reproduce this form as required)

BIDDERS LIST OF PARTICIPATING FIRMS

Bidder/Proposer shall submit with bid/proposal the following information for all participating firms:

Prime Contractor Information

Company Name _____	Age of Firm _____
Address _____	Annual Gross Receipts \$ _____
_____	DBE Certified? _____, If yes
Phone _____	Date Certified _____
Dollar Amount of Contract \$ _____	By (Agency) _____
Describe Work _____	

Subcontractor Information

Company Name _____	Age of Firm _____
Address _____	Annual Gross Receipts \$ _____
_____	DBE Certified? _____, If yes
Phone _____	Date Certified _____
Dollar Amount of Subcontract \$ _____	By (Agency) _____
Describe Work _____	

Company Name _____	Age of Firm _____
Address _____	Annual Gross Receipts \$ _____
_____	DBE Certified? _____, If yes
Phone _____	Date Certified _____
Dollar Amount of Subcontract \$ _____	By (Agency) _____
Describe Work _____	

Company Name _____	Age of Firm _____
Address _____	Annual Gross Receipts \$ _____
_____	DBE Certified? _____, If yes
Phone _____	Date Certified _____
Dollar Amount of Subcontract \$ _____	By (Agency) _____
Describe Work _____	

(Copy for additional Subcontractors as needed)

"BUY AMERICA" PROVISION

This procurement is subject to the Federal Transit Administration "Buy America" Requirements in 49 CFR Part 661.

A "Buy America" Certificate, as per the format presented below, must be completed and submitted with the bid/proposal. A bid/proposal which does not include the certificate will be considered non-responsive.

A waiver from the "Buy America" Provision may be sought by _____ if grounds for the waiver exist.

Section 165a of the Surface Transportation Assistance (STA) Act of 1982 permits FTA participation on this contract only if steel, cement, and manufactured products used in the contract are produced in the United States.

BUY AMERICA CERTIFICATE

This certification shall be fully executed by all bidders/proposers submitting bids/proposals.

The _____ hereby certifies that
(Name of bidder/proposer)

_____ All of the manufacturing processes for steel and manufactured products take place in the United States and all items or material used in the product must be of United States origin.

_____ The cost of rolling stock and bus components produced in the United States is more than 50 percent of the cost of all of the components and final assembly takes place in the United States.

BY: _____
Signature of Company Official

Official's Title

Date

or

The bidder/proposer hereby certifies that it cannot comply with the requirements of Section 165a of the Surface Transportation Assistance Act of 1982, but may qualify for an exemption to the requirement pursuant to Section 165b of the STA Act and regulations in 49 CFR 661.7.

Signature _____

Title _____

Date _____

**INELIGIBLE CONTRACTORS/CONSULTANTS
(Prime)**

Contractors/Consultants or firms who are included on the U.S. Comptroller General's list of persons for firms currently DEBARRED for violations of various public contracts incorporating Labor Standard Provisions cannot be awarded this contract.

The undersigned hereby certified that:

_____ does not appear on the U.S. Comptroller General's list of debarred firms.

_____ does appear on the U.S. Comptroller General's list of debarred firms.

BIDDER'S NAME

SIGNATURE OF
CONTRACTOR'S/CONSULTANT'S
AUTHORIZED REPRESENTATIVE

DATE OF SIGNATURE

**INELIGIBLE CONTRACTORS/CONSULTANTS
(Sub)**

Contractors/Consultants or firms who are included on the U.S. Comptroller General's list of persons for firms currently DEBARRED for violations of various public contracts incorporating Labor Standard Provisions cannot be awarded this contract.

The undersigned hereby certified that:

_____ does not appear on the U.S. Comptroller General's list of debarred firms.

_____ does appear on the U.S. Comptroller General's list of debarred firms.

BIDDER'S NAME

SIGNATURE OF
CONTRACTOR'S/CONSULTANT'S
AUTHORIZED REPRESENTATIVE

DATE OF SIGNATURE

CERTIFICATION OF RESTRICTIONS ON LOBBYING
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

I, _____, hereby certify on behalf of:
(Name of Authorized Official)

(Name of Company) that:

1. 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 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 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 Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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.

Signature of Authorized Official

Date

Title of Authorized Official

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The _____ certifies
to _____

(Firm Name/Principal)

the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____
CERTIFIES

(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies
that the _____ has authority under State and Local law to comply
with the subject assurances that the certification above has been legally made.

Signature of Attorney Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn, deposes and
says that:

- 1) He is _____
(owner, partner, officer, representative, or agent)
of _____, the Bidder that has submitted the attached
Bid;
- 2) He is fully informed respecting the preparation and contents of the attached Bid and all
pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a
collusive or sham Bid in connection with the Contract for which the attached Bid has been
submitted or to refrain from bidding in connection with such Contract or has in any
manner, directly or indirectly, sought by agreement or collusion or communication or
conference with any other Bidder, firm or person to fix the price or prices in the attached
Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or
the Bid price of any other Bidder, or to secure through any collusion conspiracy,
connivance or unlawful agreement any advantage against the City of Montebello
(OWNER) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by
any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or
any of its agents, representatives, owners, employees, or parties in interest, including this
affiant.

Signature _____

Title: _____

Subscribed and sworn to before me

this _____ day of _____, 20__

Signed _____

Title _____

My Commission expires _____

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and
says that:

- 1) He is _____
(owner, partner, officer, representative, or agent)
of _____, the Bidder that has submitted the attached
Bid;
- 2) He is fully informed respecting the preparation and contents of the attached Bid and all
pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a
collusive or sham Bid in connection with the Contract for which the attached Bid has been
submitted or to refrain from bidding in connection with such Contract or has in any
manner, directly or indirectly, sought by agreement or collusion or communication or
conference with any other Bidder, firm or person to fix the price or prices in the attached
Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or
the Bid price of any other Bidder, or to secure through any collusion conspiracy,
connivance or unlawful agreement any advantage against the City of Montebello
(OWNER) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by
any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or
any of its agents, representatives, owners, employees, or parties in interest, including this
affiant.

Signature _____

Title: _____

Subscribed and sworn to before me

this _____ day of _____, 20__

Signed _____

Title _____

My Commission expires _____

**CERTIFICATION OF DRUG-FREE WORKPLACE
(Prime)**

I, _____, hereby certify on behalf of
(name of authorized official)
_____ that:
(name of company)

The CONTRACTOR named above, and all Sub-Contractors working on this contract, will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The CONTRACTOR and all Sub-Contractors will, therefore:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by Government Code Section 8355(a).

Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:

1. The dangers of drug abuse in the workplace.
2. The firm's policy of maintaining a drug-free workplace.
3. Any available counseling, rehabilitation and employee assistance programs, and,...
4. **Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this contract.**

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

1. Will receive a copy of the firm's drug-free policy statement, and,...
2. Will agree to abide by the terms of the firm's statement as a condition of employment on the contract.

CERTIFICATION:

I, _____, hereby certify that the above named company, which I am duly authorized to represent, will comply with the Drug-Free Workplace requirements of this contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

Executed this _____ day of _____, 20__

By _____
(signature of authorize official)

(title of authorized official)

**CERTIFICATION OF DRUG-FREE WORKPLACE
(Sub)**

I, _____, hereby certify on behalf of
(name of authorized official)
_____ that:
(name of company)

The CONTRACTOR named above, and all Sub-Contractors working on this contract, will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The CONTRACTOR and all Sub-Contractors will, therefore:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by Government Code Section 8355(a).

Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:

1. The dangers of drug abuse in the workplace.
2. The firm's policy of maintaining a drug-free workplace.
3. Any available counseling, rehabilitation and employee assistance programs, and,...
4. Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this contract.

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

1. Will receive a copy of the firm's drug-free policy statement, and,...
2. Will agree to abide by the terms of the firm's statement as a condition of employment on the contract.

CERTIFICATION:

I, _____, hereby certify that the above named company, which I am duly authorized to represent, will comply with the Drug-Free Workplace requirements of this contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

Executed this _____ day of _____, 20__

By _____
(signature of authorize official)

(title of authorized official)

TO BE COMPLETED BY RESPONDENTS

Item No.	Vendor Task Description	Vendor Hours Estimate	Line Total	Duration of Onsite /Weeks	Description of Task/Requirements/Mile stones
1	Project Initiation, Planning				Project Kickoff Activities
2	Maximo Requirements & Business Process Review				Scope must include process review and requirements gathering for Asset, Work, Purchasing & Inventory Management as well as mobile for Work & Inventory (issues).
3	Data Migration Strategy Workshop				Provide Load strategies for Locations and Job Plans, Work Codes (if necessary) and any additional update loading of existing PM's
4	EAM Data Assessment				Vendor to verify clean - Data Assessment prior to loading to identify data scrub/load requirements
5	User Roles Definition (Security & Training Purposes)				Vendor to confirm roles to build proper security groups and training material
6	Maximo Application Design-Core				Vendor to confirm design specifications were created for each Maximo application based on requirements gathered. Includes fixed location 'POS' type scanning to issue/return parts from warehouse & tool tracking
7	Maximo Test Script Development				Vendor identify test scripts
8	Training Plan Development				OPTIONAL-Based on the roles defined, a plan on how training will be delivered

9	On-Going Project Management				20% of total hours
10	Maximo Installation				Vendor to verify environments already set-up, and Identify number of environments. Confirm a minimum of 2.
11	Maximo Technical Upgrade to 7.6				MBL is in IBM Maximo 7.5 now and 7.6 anywhere.
12	WebSphere Clustering/Load Balancing				Vendor to confirm less than 35 concurrent users
13	Maximo Configuration				Vendor to identify number of weeks for asset, work & inventory management
14	Workflow Configuration				Maximo Workflow for FTA Force Account work order approval-doing manually
15	Data Loading				Vendor to confirm Data already loaded
16	Data Optimization and Enhancement				Vendor to confirm system is within scope-and data is clean
17	Maximo Custom Training Material Development				Cheat sheets only, no other custom material
18	Maximo Train the Trainer Training				Vendor to provide one class up to 12 people. Training material will be utilized if within scope.
19	Maximo System Administration Training				Training is OJT delivery method with no training materials.

20	Maximo End User Classroom Training				Vendor to provide 2 classes at 16 hours average.
21	User Acceptance & System Testing Support				MBL will own most of testing and defects will be resolved by Vendor
22	Environment Migration Support				Vendor will provide 2 iterations of environment refresh with 2 environments
23	Maximo Anywhere Implementation				IBM Maximo, Anywhere requires effort to understand, vendor must provide the transfer of knowledge of use/effort required
24	Maximo Everyplace Implementation				Vendor must demonstrate IBM Maximo Everyplace functionality of 3 work and/or inventory management applications.
25	Maximo BIRT Report Development				Vendor will provide 6 medium complexity reports and 5 KPIs - includes bar code printing report and Federal Grant tracking report
26	Go-Live Preparations, Cutover, and Post-Production Support				Vendor will provide 1 pre and 1 post go-live weeks of implementation support by support team
27	Project Closeout				Delivery of finalized and updated specification.
28	Data integration Assessment				Gather information needed for data integration.
	Sub-Totals				
	Estimated Travel (\$_____ per week) for _____ weeks				
	Total Cost (including estimated expenses)				

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager/Director of Public Works

SUBJECT: Award a Lease Agreement for a Backhoe Loader to JCB of Southern California (RFQ 19-7)

DATE: September 26, 2018

RECOMMENDATION

That the City Council award a lease agreement to JCB of Southern California for a backhoe loader in the annual lease amount of \$19,680.36 and authorize the Acting City Manager to negotiate and execute the Lease Agreement on behalf of the City.

BACKGROUND

The Public Works Department ("Department") is responsible for the maintenance and repair of the City's infrastructure; as such the Department requires certain specialized equipment to carry out this function. A vital piece of equipment used by the Department is a backhoe loader, which is used for excavation purposes, grading or earth movement and to load and pickup heavy objects or materials. The current John Deere 310C is twenty-eight (28) years old and past its useful life, resulting in costly repairs to the unit and frequent downtime.

On August 9, 2018, the City issued and posted on Planet Bids its Request for Quotation No. 19-7 – Leased Backhoe Loader. Additionally, staff contacted three (3) potential vendors and informed them of the request for quotation. Five (5) potential vendors viewed the RFQ.

ANALYSIS

<u>VENDOR</u>	<u>Price</u>	<u>Annual Payment</u>	<u>Term</u>	<u>Interest Rate</u>
JCB of Southern California	\$93,241.28	\$19,680.36	5-year	2.14%
Scott Equipment, Inc.	\$91,450.00	\$20,840.36	5-year	6.75%
Sonsray Machinery, LLC	\$99,777.00	\$20,667.72*	6-year	6.75%

*Note: 5-yr annual payment on \$99,777 is \$24,172.01.

After examining the quotes, the apparent lowest responsive and responsible quote was received from JCB of Southern California.

FISCAL IMPACT

The proposed lease is for five (5) years at an annual amount of \$19,680.36 at a 2.14% financial rate. Funding for the proposed lease agreement has been budgeted in the Public Works Department Maintenance & Operations Budget.

SUMMARY

The City Council will consider awarding a lease agreement to JCB of Southern California for a backhoe loader in the amount of \$19,680.36 per year for a period of five (5) years; and consider authorizing the Acting City Manager to negotiate and execute the Agreement on behalf of the City.

ATTACHMENTS

Request for Quotation No. 19-7

Quotes Received

JCB Full Quote

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



Request for Quotation: RFQ # 19-7

Bid Issue Date: August 9, 2018

CLOSING DATE: August 30, 2018
@ 1:00p.m.

Danilo Batson, Asst. City Manager

E-mail: DBatson@cityofmontebello.com

**CITY OF MONTEBELLO
PUBLIC WORKS DEPARTMENT**

REQUEST FOR QUOTATION

THE CITY OF MONTEBELLO, on behalf of the Public Works Department herein called Owner, invites sealed quotations from licensed dealers to provide a Leased Backhoe Loader per the attached specifications or equal, with option to purchase at the end of the lease.

ITEMS BELOW APPLY TO ALL PROPOSALS IN RESPONSE TO THIS BID

PROPOSALS – Each proposal shall be in accordance with this Request for Quotation as prepared by City of Montebello Public Works Department.

BIDDER'S CONFERENCE – n/a

QUESTIONS – *All questions regarding this RFQ shall be directed in writing no later than Tuesday, 8/21/2018 @ 1:00 PM, to Public Works Department: Attn: Danilo Batson, dbatson@cityofmontebello.com. It is the responsibility of the bidder to confirm transmission of correspondence.*

THE FOLLOWING DOCUMENTS ARE HEREBY MADE PART OF THIS RFQ

☒	INSTRUCTIONS TO BIDDERS	☒	BIDDER'S PROPOSAL FORM	☐	BID BOND FORM
☐	PAYMENT BOND FORM	☐	PERFORMANCE BOND FORM	☐	AGREEMENT FORM
☒	APPENDX A	☐	GENERAL CONDITIONS/PUBLIC WORKS 116-222	☐	INSURANCE REQUIREMENTS
☐	ATTACHMENT 1 CONSTRUCTORS QUALIFICATIONS FORM				

CITY OF MONTEBELLO

1600 West Beverly Blvd.
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Danilo Batson, Asst. City Manager

E-mail: DBatson@cityofmontebello.com

INSTRUCTIONS TO BIDDERS

PRICES/NOTATIONS – All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initiated by person signing document. Each item shall be bid separately.

FORMAT – Use the documents provided. If you decide to submit more than one bid, photocopy our documents.

PRICING/TERMS/TAX – All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The City pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.

OTHER TERMS AND CONDITIONS – Terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by contacting City of Montebello Purchasing at the number shown above and requesting a copy be faxed or mailed to you.

PERIOD OF FIRM PRICING – Unless stated otherwise in this document, prices shall be firm for 60 days after the closing date.

SPECIFICATION/CHANGES – Whenever possible, the City of Montebello is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the City reserves the right to reject those alternatives as non-responsive.

METHOD OF AWARD – The City reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the City to be most advantageous to the City. The City recognizes that prices are only one of several criteria to be used in judging an offer and the City is not legally bound to accept the lowest offer. The City will use the following criteria in determining the lowest responsible supplier.

- A. Lowest overall price
- B. Adherence to specifications as detailed in this RFQ
- C. Warranties
- D. Delivery Time, after-receipt-of-order (ARO)

The Contract shall be awarded upon issuance of a City of Montebello Purchase Order. Execution of the Purchase Order shall constitute a written memorial thereof.

RETURN OF BID/CLOSING DATE/RETURN TO – All bid responses must be electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>. All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above. **There are no fees to register and bid on this Request For Quotations.** Bid responses are due by 1:00 p.m. on the closing date listed above. Bid responses not received by the City by the closing date and time indicated above will not be accepted. The RFQ number shall appear on the bid. A duly executed copy of the signature page of this bid document must accompany your response.

CITY OF MONTEBELLO

1600 West Beverly Blvd.
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Request for Quotation: RFQ # 19-7

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@ 1:00p.m.

Danilo Batson, Asst. City Manager

E-mail: DBatson@cityofmontebello.com

DELIVERY TERMS – All product shall be quoted F.O.B. destination prepay and add freight. Vendor shall provide all information in the area provided below. The City reserves the right to designate the carrier(s). Ship to address: **Montebello, California, 90640**

SUBMITTAL OF PROPOSALS:

- A. All bid responses must be electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>. All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above. **There are no fees to register and bid on this Request For Quotations.** Bid responses are due by 1:00 p.m. on the closing date listed above. Bid responses not received by the City by the closing date and time indicated above will not be accepted. The RFQ number shall appear on the bid. A duly executed copy of the signature page of this bid document must accompany your response.
- B. Proposals must be submitted electronically through PlanetBids no later than the date and time specified on the RFQ. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

WITHDRAWAL OF SUBMITTAL – A proposal may be withdrawn only prior to the closing date and time. Withdrawal of a proposal must be made in person by the bidder or someone authorized by him in writing. Proof of identification will be required for proposal withdrawal. No bidder may withdraw his bid for a period of sixty (60) days after the time set for opening thereof.

INTERPRETATION OF THE DOCUMENTS – Discrepancies in, and omissions from the plans, specifications or other contract documents or questions as to their meaning shall, at once, be brought to the attention of the Owner. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any section of the specification be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Owner.

ADDENDA TO THE DOCUMENTS – The Owner reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be promptly mailed or delivered to each bidder. The number and date of each addendum shall be listed on the Contractor's proposal in the space provided.

ADDITIONAL INFORMATION – The Owner reserves the right to require of a bidder, information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible and responsive bid submitted, all references to an architect shall be deemed to refer to the Owner where no architect has been employed by the Owner.

PERMITS AND LICENSES – The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor shall pay for and obtain a City Business License. The City will waive City Permit Fees.

PROPOSER'S COST – Costs for developing proposals including travel, mileage, printing and per diem, are entirely the responsibility of the Proposer and shall not be chargeable to City of Montebello.

CITY OF MONTEBELLO

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Request for Quotation: RFQ # 19-7

Bid Issue Date: August 9, 2018

CLOSING DATE: August 30, 2018
@ 1:00p.m.

Danilo Batson, Asst. City Manager

E-mail: DBatson@cityofmontebello.com

BID SHEET INSTRUCTIONS:

- A. A single bid sheet has been provided. Please make additional copies as required. One (1) bid sheet should be completed for each item or alternate bid.
- B. Bidder shall complete each section of the "Bidders Comments" in the attached specifications including specific size and model of all components when not exactly as specified. **Please state "As specified" if the item is exactly as set forth in the Left Hand Column. Provide a manufacturer's break down of mobile office building and proposed attachments.**

"FAILUTE TO COMPLETE THE RIGHT HAND COLUMN WITH ACCURATE BID SPECIFICATIONS WILL NOT BE ACCEPTABLE BY THE CITY."

- C. Each "Bid Sheet" must be signed and the company name, representative, date and delivery schedule must be included.
- D. Bidder must complete Pages 5 through Page 7 and submit with their proposal.

CITY OF MONTEBELLO

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Danilo Batson, Asst. City Manager

E-mail: DBatson@cityofmontebello.com

**BIDDER'S PROPOSAL
LEASED BACKHOE LOADER RFQ NO. 19-7
FOR THE CITY OF MONTEBELLO, CALIFORNIA**

BIDDER TO COMPLETE ALL SHADED AREAS

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	Each	The City of Montebello Public Works Department is requesting quotations from qualified vendors to supply and deliver the following items listed below: One (1) Leased Backhoe Loader		Complete page five (5), and Appendix "A" Sheets(s) on pages six (6) and seven (7)
"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."				1. Total Leased Cost Product/Service	
Company Name				2. Applicable Sales Tax	
Street Address:				3. Total Cost F.O.B. DEST.	
Mailing Address:				4. Shipping Weight	
City:				5. Freight Rate	
Remit to Address:				6. Insurance & Handling	
City				7. Total Shipping Cost	
Phone #:				8. Total Delivered Cost	
FAX #:				9. Shipping Point, City, State	
Name				10. Carrier	
Title				11. Freight Class	
Signature/Date:				Delivery: _____ calendar days after receipt of order	

CITY OF MONTEBELLO

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Request for Quotation: RFQ # 19-7

Bid Issue Date: August 9, 2018

CLOSING DATE: August 30, 2018
@ 1:00p.m.

Danilo Batson, Asst. City Manager

E-mail: DBatson@cityofmontebello.com

APPENDIX "A"
SPECIFICATIONS
CITY OF MONTEBELLO – PUBLIC WORKS DEPARTMENT
LEASED BACKHOE LOADER RFQ

One (1) Each: Leased Backhoe Loader per specifications or EQUAL Each unit shall be equipped and ready to travel and be used on California local streets. The unit is to be a new and currently advertised model of a manufacturer's latest design; equipped with all standard components identified herein.

Where applicable, each unit shall be equipped with all legal devices required for highway delivery and meet all D.O.T., State of California, SCAQMD, CALOSHA, and federal standards and requirements where applicable.

It is the intent of these specifications to describe a new backhoe loader in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are to be included in the bid and shall conform in strength, quality of workmanship to what is usually provided the trade in general. The specifications herein shall not be constructed in any way to sanction the degrading or elimination of accepted standards of engineering and craftsmanship in configuration and construction.

NOTICE: Bidder shall complete right-hand column indicating specific size and/or make and model of all components, when not exactly as specified or state "As Specified" if item is exactly as set forth in the left-hand column. **FAILURE TO COMPLETE RIGHT-HAND COLUMN WITH ACCURATE BID SPECIFICATIONS WILL INVALIDATE BID. ALL COMPONENTS NOT "OEM" IN ORIGIN MUST BE IDENTIFIED ON THIS BID.**

One (1) Each: Backhoe Loader, per attached specifications or EQUAL

Manufacturer: _____		Proposed Model No. _____	
Vehicle Price: \$ _____		Standard Lease Payment (Monthly): \$ _____	
Amount Financed/Lease Price: \$ _____			
Annual Lease Payment: \$ _____		Term of Lease (Months): \$ _____	
		Interest Rate: _____ %	
Non-Taxable Subtotal: \$ _____		9.50% California Sales Tax: \$ _____	
Taxable Total: \$ _____		Total Extended Price: \$ _____	

Technical Specifications – The **minimum** requirements acceptable are listed on the next pages. **If the specifications of the unit you are proposing vary from what is listed, please indicate acceptance or what you are proposing to submit.**

Provide a manufacturer's brochure of proposed mobile office, equipment and interior floor plan.

Company Name:

Date:

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



Request for Quotation: RFQ # 19-7

Bid Issue Date: August 9, 2018

CLOSING DATE: August 30, 2018
@ 1:00p.m.

Danilo Batson, Asst. City Manager

E-mail: DBatson@cityofmontebello.com

The following specifications are for one (1) each: Current Production Model, New Backhoe Loader as described in Attachment "A" for Immediate Delivery.

DESCRIPTION	BIDDERS COMMENTS
Backhoe Loader must be (NEW) current production model (or 2018 model) CASE Equipment 580SN 4x4 HP Tier 4 Final. Transmission 4WD PSHIFT Type With 4WD Shaft Guard. Backhoe Extendahoe. Heavy Front Counterweight. Backhoe Controls – Pilot Controls with Power Lift. Backhoe Auxiliary Hydraulics. Hydraulic Backhoe Coupler or EQUAL	
24" Backhoe Tooth Bucket or EQUAL	
Flip Over Stabilizer Dirt Cleats / Street Pads or EQUAL	
4 in 1 Loader Bucket 82" wide with Bolt on Edge or EQUAL	
Rollover Protective Structure Enclosed Cab, 2 Door w/ Heat, AM/FM MP3 Bluetooth Radio or EQUAL	
Seal Belt 3" retractable or EQUAL	
Auto Ride Control or EQUAL	
Deluxe Cloth Air Suspension Operations Seat or EQUAL.	
Battery Disconnect/Jump Start or EQUAL	
Engine ECO Mode / Auto Protection Shutdown or EQUAL	
Gripper Teeth Extension or EQUAL	
Locking DEF / Fuel Cover or EQUAL	
3 Sets of Keys	
3 Years Factory Warranty or EQUAL	

All vehicle(s) to be fully equipped and furnished to meet all applicable Federal and State of California requirements (including vehicle registration and operation of the vehicle on local/state/federal highways).

Company Name:

Date:

Company Representative

Delivery Schedule

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



Request for Quotation: RFQ # 19-7

Bid Issue Date: August 9, 2018

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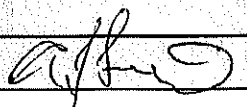
@ 1:00p.m.

Danilo Batson, Asst. City Manager

E-mail: DBatson@cityofmontebello.com

**BIDDERS PROPOSAL
LEASED BACKHOE LOADER RFQ NO. 19-7
FOR THE CITY OF MONTEBELLO, CALIFORNIA**

BIDDER TO COMPLETE ALL SHADED AREAS

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	Each	The City of Montebello Public Works Department is requesting quotations from qualified vendors to supply and deliver the following items listed below: One (1) Leased Backhoe Loader		Complete page five (5), and Appendix "A" Sheets(s) on pages six (6) and seven (7)
"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."				Total Leased Cost Product/Service	93,241.28
Company Name Yale/Chuse Equipment JCB				2. Applicable Sales Tax	8,857.92
Street Address: 2615 Pellisser Place				3. Total Cost F.O.B. DEST.	102,099.20
Mailing Address: Industry, CA 90601				4. Shipping Weight	19,090
City: Same AS Above				5. Freight Rate	N/A
Remit to Address:				6. Insurance & Handling	N/A
City				7. Total Shipping Cost	0
Phone #: 562-244-2623				8. Total Delivered Cost	102,099.20
FAX #: 562-463-8093				9. Shipping Point, City, State	Industry, CA
Name Major Account Manager				10. Carrier	Yale/Chuse
Title				11. Freight Class	N/A
Signature/Date:  8/29/18				Delivery: 90-120 calendar days after receipt of order	

CITY OF MONTEBELLO

1600 West Beverly Blvd.
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(323) 887-1200



Request for Quotation: RFQ # 19-7

Bid Issue Date: August 9, 2018

CLOSING DATE: August 30, 2018

@ 1:00p.m.

Danilo Batson, Asst. City Manager

E-mail: DBatson@cityofmontebello.com

**APPENDIX "A"
SPECIFICATIONS
CITY OF MONTEBELLO -PUBLIC WORKS DEPARTMENT
LEASED BACKHOE LOADER RFQ**

One (1) Each: Leased Backhoe Loader per specifications or EQUAL Each unit shall be equipped and ready to travel and be used on California local streets. The unit is to be a new and currently advertised model of a manufacturer's latest design; equipped with all standard components identified herein.

Where applicable, each unit shall be equipped with all legal devices required for highway delivery and meet all D.O.T., State of California, SCAQMD, CALOSHA, and federal standards and requirements where applicable.

It is the intent of these specifications to describe a new backhoe loader in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are included in the bid and shall conform in strength, quality of workmanship to what is usually provided the trade in general. The specifications herein shall not be constructed in any way to sanction the degrading or elimination of accepted standards of engineering and craftsmanship in configuration and construction.

NOTICE: Bidder shall complete right-hand column indicating specific size and/or make and model of all components, when not exactly as specified or state "As Specified" if item is exactly as set forth in the left-hand column. **FAILURE TO COMPLETE RIGHT-HAND COLUMN WITH ACCURATE BID SPECIFICATIONS WILL INVALIDATE BID. ALL COMPONENTS NOT "OEM" IN ORIGIN MUST BE IDENTIFIED ON THIS BID.**

One (1) Each: Backhoe Loader, per attached specifications or EQUAL	
Manufacturer: <u>JCB</u>	Proposed Model No. <u>3CX 15-Super</u>
Vehicle Price: \$ <u>93,241.28</u>	Standard Lease Payment (Monthly): \$ <u>1640.03</u>
Amount Financed/Lease Price: \$ <u>93,241.28</u>	
Annual Lease Payment: \$ <u>19,680.36</u>	Term of Lease (Months): \$ <u>60</u>
	Interest Rate: <u>2.14</u> %
Non-Taxable Subtotal: \$ <u>0</u>	9.50% California Sales Tax: \$ <u>155.80</u>
Taxable Total: \$ <u>93,241.28</u>	Total Extended Price: \$ <u>1795.83</u>
Technical Specifications -The minimum requirements acceptable are listed on the next pages. If the specifications of the unit you are proposing vary from what is listed, please indicate acceptance or what you are proposing to submit.	
Provide a manufacturer's brochure of proposed mobile office, equipment and interior floor plan.	

Yale Chase Equipment JCB
Company Name:

08/29/18
Date:

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



Request for Quotation: RFQ # 19-7

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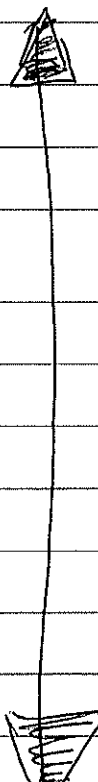
CLOSING DATE: August 30, 2018

@ 1:00p.m.

Danilo Batson, Asst. City Manager

E-mail: DBatson@cityofmontebello.com

The following specifications are for one (1) each: Current Production Model, New Backhoe Loader as described in Attachment "A" for Immediate Delivery.

DESCRIPTION	BIDDERS COMMENTS
Backhoe Loader must be (NEW) current production model (or 2018 model) CASE Equipment 580SN 4x4 HP Tier 4 Final. Transmission 4WD PSHIFT Type With 4WD Shaft Guard. Backhoe Extendahoe. Heavy Front Counterweight. Backhoe Controls – Pilot Controls with Power Lift. Backhoe Auxiliary Hydraulics. Hydraulic Backhoe Coupler or EQUAL	As Specified
24" Backhoe Tooth Bucket or EQUAL	
Flip Over Stabilizer Dirt Cleats / Street Pads or EQUAL	
4 in 1 Loader Bucket 82" wide with Bolt on Edge or EQUAL	
Rollover Protective Structure Enclosed Cab, 2 Door w/ Heat, AM/FM MP3 Bluetooth Radio or EQUAL	
Seat Belt 3" retractable or EQUAL	
Auto Ride Control or EQUAL	
Deluxe Cloth Air Suspension Operations Seat or EQUAL.	
Battery Disconnect/Jump Start or EQUAL	
Engine ECO Mode / Auto Protection Shutdown or EQUAL	
Gripper Teeth Extension or EQUAL	
Locking DEF / Fuel Cover or EQUAL	
3 Sets of Keys	
3 Years Factory Warranty or EQUAL	As Specified

All vehicle(s) to be fully equipped and furnished to meet all applicable Federal and State of California requirements (including vehicle registration and operation of the vehicle on local/state/federal highways).

Yale/Chase Equipment JCB
Company Name:

Tony Santiago
Company Representative

08/29/18
Date:

90-120 days
Delivery Schedule

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



Request for Quotation: RFQ # 19-7

Bid Issue Date: August 9, 2018

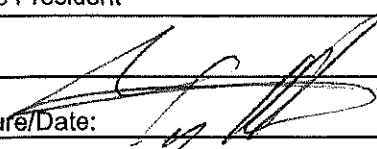
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Danilo Batson, Asst. City Manager

E-mail: DBatson@cityofmontebello.com

**BIDDER'S PROPOSAL
LEASED BACKHOE LOADER RFQ NO. 19-7
FOR THE CITY OF MONTEBELLO, CALIFORNIA**

BIDDER TO COMPLETE ALL SHADED AREAS

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	Each	The City of Montebello Public Works Department is requesting quotations from qualified vendors to supply and deliver the following items listed below: One (1) Leased Backhoe Loader		Complete page five (5), and Appendix "A" Sheets(s) on pages six (6) and seven (7)
"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."				1. Total Leased Cost Product/Service	\$90,400.00
Company Name Scott Equipment Inc.				2. Applicable Sales Tax	\$ 8,588.00
Street Address: 14635 Valley Blvd				3. Total Cost F.O.B. DEST.	\$ 98,988.00
Mailing Address: Fontana, CA 92335				4. Shipping Weight	18,500lbs
City: 14635 Valley Blvd				5. Freight Rate	\$ 1,050.00
Remit to Address: Fontana, CA 92335				6. Insurance & Handling	0
City 909 822 2200				7. Total Shipping Cost	\$ 1,050.00
Phone #: 909 822 4850				8. Total Delivered Cost	\$ 100,038.00
FAX #: Gregg Scott				9. Shipping Point, City, State	Fontana, CA
Name Vice President				10. Carrier	Common
Title				11. Freight Class	
Signature/Date:  8/30/18				Delivery: <u>150</u> calendar days after receipt of order	

CITY OF MONTEBELLO

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 Montebello, CA 90640
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Request for Quotation: RFQ # 19-7

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@ 1:00p.m.

Danilo Batson, Asst. City Manager

E-mail: DBatson@cityofmontebello.com

APPENDIX "A"
SPECIFICATIONS

CITY OF MONTEBELLO – PUBLIC WORKS DEPARTMENT
LEASED BACKHOE LOADER RFQ

One (1) Each: Leased Backhoe Loader per specifications or EQUAL Each unit shall be equipped and ready to travel and be used on California local streets. The unit is to be a new and currently advertised model of a manufacturer's latest design; equipped with all standard components identified herein.

Where applicable, each unit shall be equipped with all legal devices required for highway delivery and meet all D.O.T., State of California, SCAQMD, CALOSHA, and federal standards and requirements where applicable.

It is the intent of these specifications to describe a new backhoe loader in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are included in the bid and shall conform in strength, quality of workmanship to what is usually provided the trade in general. The specifications herein shall not be constructed in any way to sanction the degrading or elimination of accepted standards of engineering and craftsmanship in configuration and construction.

NOTICE: Bidder shall complete right-hand column indicating specific size and/or make and model of all components, when not exactly as specified or state "As Specified" if item is exactly as set forth in the left-hand column. **FAILURE TO COMPLETE RIGHT-HAND COLUMN WITH ACCURATE BID SPECIFICATIONS WILL INVALIDATE BID. ALL COMPONENTS NOT "OEM" IN ORIGIN MUST BE IDENTIFIED ON THIS BID.**

One (1) Each: Backhoe Loader, per attached specifications or EQUAL	
Manufacturer: <u>New Holland</u>	Proposed Model No. <u>B95C</u>
Vehicle Price: \$ <u>91,450.00</u>	Standard Lease Payment (Monthly): \$ <u>1,797.45</u>
Amount Financed/Lease Price: \$ <u>91,450.00</u>	
Annual Lease Payment: \$ <u>20,840.36</u>	Term of Lease (Months): \$ <u>60</u>
	Interest Rate: <u>6.75</u> %
Non-Taxable Subtotal: \$ _____	9.50% California Sales Tax: \$ <u>170.76</u>
Taxable Total: \$ <u>20,840.36</u>	Total Extended Price: \$ <u>1,968.21</u>
Technical Specifications – The minimum requirements acceptable are listed on the next pages. If the specifications of the unit you are proposing vary from what is listed, please indicate acceptance or what you are proposing to submit.	
Provide a manufacturer's brochure of proposed mobile office, equipment and interior floor plan.	

Scott Equipment Inc.
 Company Name: _____

8/30/18
 Date: _____

CITY OF MONTEBELLO

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Bid Issue Date: August 9, 2018

CLOSING DATE: August 30, 2018
@ 1:00p.m.

Danilo Batson, Asst. City Manager

E-mail: DBatson@cityofmontebello.com

The following specifications are for one (1) each: Current Production Model, New Backhoe Loader as described in Attachment "A" for Immediate Delivery.

DESCRIPTION	BIDDERS COMMENTS
Backhoe Loader must be (NEW) current production model (or 2018 model) CASE Equipment 580SN 4x4 HP Tier 4 Final. Transmission 4WD PSHIFT Type With 4WD Shaft Guard. Backhoe Extendahoe. Heavy Front Counterweight. Backhoe Controls – Pilot Controls with Power Lift. Backhoe Auxiliary Hydraulics. Hydraulic Backhoe Coupler or EQUAL	New Holland B95C 4X4 HP Tier 4 Final 4WD PSHIFT w/4WD Shaft Guard. Backhoe Extendahoe. Heavy Front counterweight Pilot Backhoe Controls Standard Lift. Backhoe Auxiliary Hydraulics. Manual Backhoe Coupler
24" Backhoe Tooth Bucket or EQUAL	As Specified
Flip Over Stabilizer Dirt Cleats / Street Pads or EQUAL	As Specified
4 in 1 Loader Bucket 82" wide with Bolt on Edge or EQUAL	As Specified
Rollover Protective Structure Enclosed Cab, 2 Door w/ Heat, AM/FM MP3 Bluetooth Radio or EQUAL	As Specified
Seal Belt 3" retractable or EQUAL	As Specified
Auto Ride Control or EQUAL	As Specified
Deluxe Cloth Air Suspension Operations Seat or EQUAL.	As Specified
Battery Disconnect/Jump Start or EQUAL	As Specified
Engine ECO Mode / Auto Protection Shutdown or EQUAL	As Specified
Gripper Teeth Extension or EQUAL	No Gripper Teeth
Locking DEF / Fuel Cover or EQUAL	As Specified
3 Sets of Keys	As Specified
3 Years Factory Warranty or EQUAL	As Specified

All vehicle(s) to be fully equipped and furnished to meet all applicable Federal and State of California requirements (including vehicle registration and operation of the vehicle on local/state/federal highways.

Scott Equipment Inc.
Company Name:

Brian Hernandez
Company Representative

8/27/18
Date:

150 Days
Delivery Schedule

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



Request for Quotation: RFQ # 19-7

Bid Issue Date: August 9, 2018

CLOSING DATE: August 30, 2018

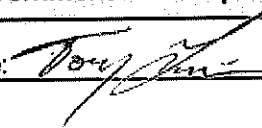
@ 1:00p.m.

Danilo Batson, Asst. City Manager

E-mail: DBatson@cityofmontebello.com

**BIDDER'S PROPOSAL
LEASED BACKHOE LOADER RFQ NO. 19-7
FOR THE CITY OF MONTEBELLO, CALIFORNIA**

BIDDER TO COMPLETE ALL SHADED AREAS

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	Each	The City of Montebello Public Works Department is requesting quotations from qualified vendors to supply and deliver the following items listed below: One (1) Leased Backhoe Loader		\$99,777.00 Complete page five (5), and Appendix "A" Sheets(s) on pages six (6) and seven (7)
"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."				1. Total Leased Cost Product/Service	\$102,309.00
Company Name Sonsray Machinery, LLC				2. Applicable Sales Tax	\$9,478.81
Street Address: 10950 S. Norwalk Blvd.				3. Total Cost F.O.B. DEST.	\$111,787.81
Mailing Address: (Same)				4. Shipping Weight	16,500 Lbs
City: Santa Fe Springs				5. Freight Rate	Included
Remit to Address: 10950 S. Norwalk Blvd.				6. Insurance & Handling	Included
City: Santa Fe Springs, CA 90670				7. Total Shipping Cost	Included
Phone #: (562) 903-7377				8. Total Delivered Cost	\$111,787.81
FAX #: (562) 903-7301				9. Shipping Point, City, State	Santa Fe Springs, CA
Name Tony Lucia				10. Carrier	Hauler
Title Government Sales Specialist				11. Freight Class	N/A
Signature/Date:  08/16/2018				Delivery: 7-14 calendar days after receipt of order	

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



Request for Quotation: RFQ # 19-7

Bid Issue Date: August 9, 2018

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@ 1:00p.m.

Danilo Batson, Asst. City Manager

E-mail: DBatson@cityofmontebello.com

APPENDIX "A"
SPECIFICATIONS
CITY OF MONTEBELLO – PUBLIC WORKS DEPARTMENT
LEASED BACKHOE LOADER RFQ

One (1) Each: Leased Backhoe Loader per specifications or EQUAL Each unit shall be equipped and ready to travel and be used on California local streets. The unit is to be a new and currently advertised model of a manufacturer's latest design; equipped with all standard components identified herein.

Where applicable, each unit shall be equipped with all legal devices required for highway delivery and meet all D.O.T., State of California, SCAQMD, CALOSHA, and federal standards and requirements where applicable.

It is the intent of these specifications to describe a new backhoe loader in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are to be included in the bid and shall conform in strength, quality of workmanship to what is usually provided the trade in general. The specifications herein shall not be constructed in any way to sanction the degrading or elimination of accepted standards of engineering and craftsmanship in configuration and construction.

NOTICE: Bidder shall complete right-hand column indicating specific size and/or make and model of all components, when not exactly as specified or state "As Specified" if item is exactly as set forth in the left-hand column. **FAILURE TO COMPLETE RIGHT-HAND COLUMN WITH ACCURATE BID SPECIFICATIONS WILL INVALIDATE BID. ALL COMPONENTS NOT "OEM" IN ORIGIN MUST BE IDENTIFIED ON THIS BID.**

One (1) Each: Backhoe Loader, per attached specifications or EQUAL	
Manufacturer: CASE CONSTRUCTION	Proposed Model No. 580SN
Vehicle Price: \$ 99,777.00	Standard Lease Payment (Monthly): \$ 1,722.31
Amount Financed/Lease Price: \$ 102,309.00	Term of Lease (Months) 72
Annual Lease Payment: \$ 18,276.84 (84 Mo.)	Standard Lease Payment (Monthly): \$ 1,523.07
\$ 20,667.72 (72 Mo.)	Term of Lease (Months): \$ 84
Municipal Lease features \$1. Purchase Option	Interest Rate: 6.75 %
Non-Taxable Subtotal: \$ 2,532	9.50% California Sales Tax: \$ 9,478.81
Taxable Total: \$ 99,777.00	Total Extended Price: \$ 111,787.81 (Purchase)
Technical Specifications – The minimum requirements acceptable are listed on the next pages. If the specifications of the unit you are proposing vary from what is listed, please indicate acceptance or what you are proposing to submit.	
Provide a manufacturer's brochure of proposed mobile office, equipment and interior floor plan.	

Sonsray Machinery, LLC.

Company Name:

August 30, 2018

Date:

CITY OF MONTEBELLO

1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200



Request for Quotation: RFQ # 19-7

Bid Issue Date: August 9, 2018

CLOSING DATE: August 30, 2018

@ 1:00p.m.

Danilo Batson, Asst. City Manager

E-mail: DBatson@cityofmontebello.com

The following specifications are for one (1) each: Current Production Model, New Backhoe Loader as described in Attachment "A" for Immediate Delivery.

DESCRIPTION	BIDDERS COMMENTS
Backhoe Loader must be (NEW) current production model (or 2018 model) CASE Equipment 580SN 4x4 HP Tier 4 Final. Transmission 4WD PSHIFT Type With 4WD Shaft Guard. Backhoe Extendahoe. Heavy Front Counterweight. Backhoe Controls – Pilot Controls with Power Lift. Backhoe Auxiliary Hydraulics. Hydraulic Backhoe Coupler or EQUAL	2018 or Newer CASE Backhoe Loader As Specified
24" Backhoe Tooth Bucket or EQUAL	As Specified
Flip Over Stabilizer Dirt Cleats / Street Pads or EQUAL	As Specified
4 in 1 Loader Bucket 82" wide with Bolt on Edge or EQUAL	As Specified
Rollover Protective Structure Enclosed Cab, 2 Door w/ Heat, AM/FM MP3 Bluetooth Radio or EQUAL	As Specified
Seal Belt 3" retractable or EQUAL	As Specified
Auto Ride Control or EQUAL	As Specified
Deluxe Cloth Air Suspension Operations Seat or EQUAL.	As Specified
Battery Disconnect/Jump Start or EQUAL	As Specified
Engine ECO Mode / Auto Protection Shutdown or EQUAL	As Specified
Gripper Teeth Extension or EQUAL	As Specified
Locking DEF / Fuel Cover or EQUAL	As Specified
3 Sets of Keys	As Specified
3 Years Factory Warranty or EQUAL	As Specified

All vehicle(s) to be fully equipped and furnished to meet all applicable Federal and State of California requirements (including vehicle registration and operation of the vehicle on local/state/federal highways).

Sonsray Machinery, LLC

Company Name:

Tony Lucia

Company Representative

August 30, 2018

Date:

7-14 Days on available unit *

Delivery Schedule

* Must sign order to reserve unit.



Product Quotation

**Prepared For:
Danilo Batson**

**City of Montebello
Montebello Ca 90640**



**Prepared By:
Anthony Santiago
JCB OF SOUTHERN CALIFORNIA
CITY OF INDUSTRY CA 90601
mobile:**

Image is for indicative purpose only and may not represent exact equipment being quoted



Standard Equipment

Standard Equipment and Features & Benefits related to this product are subject to change without notice

HYDRAULIC SYSTEM

Open center system, variable displacement piston pump, engine driven, 44 gpm at 3650 psi. Separate oil reservoir not shared with other systems, externally mounted to mainframe for ground level servicing. Abrasion protection of valve to boom hoses. Hoses have burst pressure of 4 times working pressure. Structural steel pipes to withstand minor impacts. Auto Idle reduces engine speed when no hydraulic functions are requested.

SAFETY and SECURITY

Two post Roll Over Protective Structure (ROPS), Falling Objects Protective Structure (FOPS) and retractable seat belt. Equipped with independent park brake and loader service strut. Rear boom lock activated from operator's compartment; boom swing lock. Vandalism protection with key lock-able cab, hydraulic fill, fuel cap. All locks with the exception of the Diesel Exhaust Fluid (DEF) tank operate with ignition key. Front and rear horn buttons. Automatic backup alarm.

ENGINE

91 HP Gross (109 HP Gross option), turbocharged, water-cooled, 4 cylinder, direct injection diesel. Tier 4 Final compliant engine with Selective Catalytic Reduction (SCR) and 5 gallon DEF tank. Hand and foot throttle. Selective full flow pressure engine oil lubrication with spin-on filter cartridge. Air to fluid coolers. Separately serviceable radiator, hydraulic and transmission oil coolers. Two stage fuel filtering system utilizing a water/sediment separator and spin-on type filter element. Dual element air filter, dry type with cleanable outer element, replaceable inner element and under hood pre-cleaner.

TRANSMISSION

Separate unit mounted to engine containing torque converter and all transmission components. Pressure lubrication with spin on filter. Electrically operated Fwd / Rev lever on steering column. Electrically operated transmission. Disconnect on gear shift and loader levers. Powershift gear selection with 4 Fwd / 4 Rev speeds.

FRONT AXLE

4WD - Industrial duty JCB Max-Trac torque proportioning, outboard Planetary reduction axle, 4WD shift-on-the-go; steering cylinder located behind front axle.

REAR AXLE

Separate, rigidly mounted to mainframe and connected to transmission via drive shaft. Heavy duty double reduction, outboard Planetary gear final reduction. Limited slip differential to provide automatic equalization of wheel spin under conditions of unequal footing.

BRAKES

Sealed wet multiple disc. Brake pedals can be independently operated or locked together. Power assisted, hydraulic brakes. Independent over center actuation, park brake. Transmission shifts to neutral when park brake is activated. 4 wheel braking in 2 wheel drive activated by switch.

STEERING

Hydrostatic power, with priority valve. Three steering wheel turns (lock to lock). Unbraked turning circle - 26 ft 5 in.

BACKHOE AND MAINFRAME

Unitized, one piece heavy duty mainframe with integral backhoe. Sealed swing post pins and swing cylinder pins, 2 in top and bottom rear frame plates (centermount). Fabricated boom and dipper. SAE maximum dig depth: Extradig dipper - 14 ft 7 in - 18 ft 6 in. EasyControl backhoe controls Fabricated stabilizer legs with anti-drift valves. 11000 lbs lifting hook as standard.





Standard Equipment

LOADER

Equipped with integrally mounted front end loader using two lift cylinderinders and two bucket dump cylinderinders. Parallel lift standard during loader raise and lower functions. Dump height: 9 ft 0 in. Bucket return-to-dig and third spool loader valve standard. Dump reach at full height - 32 in. Auto Smooth Ride System (AutoSRS). Front bumper protection fitted as standard.

ELECTRICAL SYSTEM

12 volt system with 150 amp alternator Standard Wiring harness and outside cab connectors meet IP69 standard for protection against ingress of dust, and pressure spray of 4.23 gpm at 1450 psi. Inside cab connectors meet IP67 standard for protection against ingress of dust, and water when submerged. Single, maintenance free battery rated at 900 cold cranking amps. Four halogen work lights in front and four separate halogen work lights in the rear. Stop lights, turn signals, and four way hazards standard. Backlit gauges and readouts consisting of a tachometer, fuel gauge, engine coolant temperature gauge, digital hour meter and digital clock. Light and alarm for battery charge condition, coolant temp., engine oil pressure, transmission oil pressure, transmission oil temp., air cleaner restriction, water in fuel indicator, and park brake engaged. Light indicators for hazard flashers on, turn signals, steering mode, and lights on. 12 volt outlet for powered accessories. Common fuses and relays located in an easy access panel. Main circuit breakers at battery positive terminal for added circuit protection. Battery ISOLator fitted as standard.

OPERATORS ENVIRONMENT

Suspension seat with adjustments for weight, seat angle, and back angle. Armrests and retractable seat belt standard. Two door entry with deluxe trim. Composite sure grip molded floor, tilt steering column, front windshield with 2 speed plus intermittent wiper and washer, interior rear view mirror, pre-wired for beacon, cup holders, storage compartment. Cab includes door ajar stays, 14 adj. vents, operable side windows, one piece rear window with wiper and washer that acts as a shield during inclement weather, heater with defogger vents, and radio pre-wire with speakers in-cabs. AutoTHROTTLE returns engine speed to pre-set hand throttle position when work is resumed. AutoDRIVE provides cruise control-type characteristics during roading. Advanced Easy Controls and Easy Controls only: AutoSTABILIZERS and AutoBOOMLOCK.

SERVICEABILITY AND MAINTENANCE

Ground level check for engine and transmission oil, brake fluid, engine coolant, and windshield washer levels. Ground level top off of engine oil, transmission oil, hydraulic fluid, brake fluid, fuel, and engine coolant. Tilt engine hood and lockable front grill. 15 second engine manifold preheat (activated through ignition switch). 40 gallon fuel tank. 20 gallon hydraulic tank with 5 micron filter. 500 hour engine oil and filter service interval. 1000 hour DEF filter interval. 1000 hour transmission oil and 500 hour transmission filter service interval. 2000 hour hydraulic oil and 500 hour hydraulic filter service interval. External Toolbox. AutoCHECK automatically performs daily under hood maintenance checks on 'key on'

TELEMATICS

JCB Livelink telematics. Monitored and managed remotely via a PC or Smartphone. Two year subscription. Real time reporting of machine hours, routine maintenance alerts, location, critical health alerts, fuel level/consumption and work cycle information. Ability to set machine geo-fences and curfews for improved security.





Standard Equipment

ELECTRICAL SYSTEM

12 volt system with 150 amp alternator Standard Wiring harness and outside cab connectors meet IP69 standard for protection against ingress of dust, and pressure spray of 4.23 gpm at 1450 psi. Inside cab connectors meet IP67 standard for protection against ingress of dust, and water when submerged. Single, maintenance free battery rated at 900 cold cranking amps. Four halogen work lights in front and four separate halogen work lights in the rear. Stop lights, turn signals, and four way hazards standard. Backlit gauges and readouts consisting of a tachometer, fuel gauge, engine coolant temperature gauge, digital hour meter and digital clock. Light and alarm for battery charge condition, coolant temp., engine oil pressure, transmission oil pressure, transmission oil temp., air cleaner restriction, water in fuel indicator, and park brake engaged. Light indicators for hazard flashers on, turn signals, steering mode, and lights on. 12 volt outlet for powered accessories. Common fuses and relays located in an easy access panel. Main circuit breakers at battery positive terminal for added circuit protection. Battery Isolator fitted as standard.

OPERATORS ENVIRONMENT

Suspension seat with adjustments for weight, seat angle, and back angle. Armrests and retractable seat belt standard. Two door entry with deluxe trim. Composite sure grip molded floor, tilt steering column, front windshield with 2 speed plus intermittent wiper and washer, interior rear view mirror, pre-wired for beacon, cup holders, storage compartment. Cab includes door ajar stays, 14 adj. vents, operable side windows, one piece rear window with wiper and washer that acts as a shield during inclement weather, heater with defogger vents, and radio pre-wire with speakers in-cabs. AutoTHROTTLE returns engine speed to pre-set hand throttle position when work is resumed. AutoDRIVE provides cruise control-type characteristics during roading. Advanced Easy Controls and Easy Controls only: AutoSTABILIZERS and AutoBOOMLOCK.

HYDRAULIC SYSTEM

Open center system, variable displacement piston pump, engine driven, 44 gpm at 3650 psi. Separate oil reservoir not shared with other systems, externally mounted to mainframe for ground level servicing. Abrasion protection of valve to boom hoses. Hoses have burst pressure of 4 times working pressure. Structural steel pipes to withstand minor impacts. Auto Idle reduces engine speed when no hydraulic functions are requested.

SERVICEABILITY AND MAINTENANCE

Ground level check for engine and transmission oil, brake fluid, engine coolant, and windshield washer levels. Ground level top off of engine oil, transmission oil, hydraulic fluid, brake fluid, fuel, and engine coolant. Tilt engine hood and lockable front grill. 15 second engine manifold preheat (activated through ignition switch). 40 gallon fuel tank. 20 gallon hydraulic tank with 5 micron filter. 500 hour engine oil and filter service interval. 1000 hour DEF filter interval. 1000 hour transmission oil and 500 hour transmission filter service interval. 2000 hour hydraulic oil and 500 hour hydraulic filter service interval. External Toolbox. AutoCHECK automatically performs daily under hood maintenance checks on 'key on'

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SAFETY and SECURITY

Two post Roll Over Protective Structure (ROPS), Falling Objects Protective Structure (FOPS) and retractable seat belt. Equipped with independent park brake and loader service strut. Rear boom lock activated from operator's compartment; boom swing lock. Vandalism protection with key lock-able cab, hydraulic fill, fuel cap. All locks with the exception of the Diesel Exhaust Fluid (DEF) tank operate with ignition key. Front and rear horn buttons. Automatic backup alarm.





Standard Equipment

ENGINE	91 HP Gross (109 HP Gross option), turbocharged, water-cooled, 4 cylinder, direct injection diesel. Tier 4 Final compliant engine with Selective Catalytic Reduction (SCR) and 5 gallon DEF tank. Hand and foot throttle. Selective full flow pressure engine oil lubrication with spin-on filter cartridge. Air to fluid coolers. Separately serviceable radiator, hydraulic and transmission oil coolers. Two stage fuel filtering system utilizing a water/sediment separator and spin-on type filter element. Dual element air filter, dry type with cleanable outer element, replaceable inner element and under hood pre-cleaner.
TRANSMISSION	Separate unit mounted to engine containing torque converter and all transmission components. Pressure lubrication with spin on filter. Electrically operated Fwd / Rev lever on steering column. Electrically operated transmission. disconnect on gear shift and loader levers. Powershift gear selection with 4 Fwd / 4 Rev speeds.
FRONT AXLE	4WD - Industrial duty JCB Max-Trac torque proportioning, outboard Planetary reduction axle, 4WD shift-on-the-go; steering cylinder located behind front axle.
REAR AXLE	Separate, rigidly mounted to mainframe and connected to transmission via drive shaft. Heavy duty double reduction, outboard Planetary gear final reduction. Limited slip differential to provide automatic equalization of wheel spin under conditions of unequal footing.
BRAKES	Sealed wet multiple disc. Brake pedals can be independently operated or locked together. Power assisted, hydraulic brakes. Independent over center actuation, park brake. Transmission shifts to neutral when park brake is activated. 4 wheel braking in 2 wheel drive activated by switch.
STEERING	Hydrostatic power, with priority valve. Three steering wheel turns (lock to lock). Unbraked turning circle - 26 ft 5 in.
BACKHOE AND MAINFRAME	Unitized, one piece heavy duty mainframe with integral backhoe. Sealed swing post pins and swing cylinder pins, 2 in top and bottom rear frame plates (centermount). Fabricated boom and dipper. SAE maximum dig depth: Extradig dipper - 14 ft 7 in - 18 ft 6 in. EasyControl backhoe controls Fabricated stabilizer legs with anti-drift valves. 11000 lbs lifting hook as standard.
LOADER	Equipped with integrally mounted front end loader using two lift cylinderinders and two bucket dump cylinderinders. Parallel lift standard during loader raise and lower functions. Dump height: 9 ft 0 in. Bucket return-to-dig and third spool loader valve standard. Dump reach at full height - 32 in. Auto Smooth Ride System (AutoSRS). Front bumper protection fitted as standard.





Features and Benefits

Standard Equipment and Features & Benefits related to this product are subject to change without notice

JCB EcoMAX 4.4L Turbocharged

No DPF or after treatment keeping servicing cost low and downtime minimal but still providing high levels of torque

Low cost increased efficiency

Fuel efficient JCB engine provides high torque at low revs enabling high a breakout force at the same rate

High performance hydraulics

44 gpm hydraulic pump accomodating variety of attachments and increase cycle times

JCB Efficient Design program

JCB high back-ff brakes and viscous fan increase efficiency and savings

JCB Max-Trac torque proportioning differential axle

Increases tractive effort in all ground conditions

Advanced Easy Controls

JCB's controls provide finger tip control and supreme comfort with various configurations to accomodate all users

Comfort and ease of use

Fully adjustable seat, dash mounted display for machine performance and ISO, SAE and JCB X control patterns change over accomodates all users

Automated features

Auto Idle, Auto Check, Auto Throttle, Auto Boomlock, Auto SmoothRide System, Auto Pre-Heat, Auto Stabilizer-up only make operation easier

Kingpost design

Hoses are strategically routed to prevent pinching and maximize backhoe movement

Front and rear quickhitch

Easy and effortless switching between attachments

Fixed or extending dipper

14 ft dipper decreases time spent repositioning translating into efficiency

Twin hose burst technology

Hose burst check valve keep legs from moving during operation

Safe and secure

Anti-slip steps, laminated front screen, rear boom lock, self leveling loader and stabilizer from dropping in the event of hose failure





Features and Benefits

Optional hand tool circuit	Provides ability to prepare sites
Optional Extradig package	Allows for an additional 4 ft 1 in in dig depth increasing efficiency while decreasing time spent repositioning
Added value through JCB Assetcare	Provides comprehensive peace at mind warranty and service agreements worldwide
Technical support service	Provides instant access to factory expertise, day or night
Parts distribution	Global network of part centers, delivering 95 percent of all parts any where in the world within 24 hrs

SAFETY AND SECURITY

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ENGINE

91HP gross (109HP gross option), turbocharged, water-cooled, 4 cyl, direct injection diesel. T4F compliant engine with Selective Catalytic Reduction (SCR) and 5 gallon DEF tank. Hand and foot throttle. Selective full flow pressure engine oil lubrication with spin-on filter cartridge. Air to fluid coolers. Separately serviceable radiator, hydraulic and transmission oil coolers. Two stage fuel filtering system utilizing a water/sediment separator and spin-on type filter element. Dual element air filter, dry type with cleanable outer element, replaceable inner element and under hood pre-cleaner.

TRANSMISSION

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4WD - Industrial duty JCB Max-Trac torque proportioning, outboard planetary reduction axle, 4WD shift-on-the-go; steering cylinder located behind front axle.

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Separate, rigidly mounted to mainframe and connected to transmission via drive shaft. Heavy duty double reduction, outboard planetary gear final reduction. Limited slip differential to provide auto- matic equalization of wheel spin under conditions of unequal footing.





Features and Benefits

BRAKES

Sealed wet multiple disc. Brake pedals can be independently operated or locked together. Power assisted, hydraulic brakes. Independent over center actuation, park brake. Transmission shifts to neutral when park brake is activated. 4 wheel braking in 2 wheel drive activated by switch.

STEERING

Hydrostatic power, with priority valve. Three steering wheel turns (lock to lock). Unbraked turning circle - 26' 5".

BACKHOE AND MAINFRAME

Unitized, one piece heavy duty mainframe with integral backhoe. Sealed swing post pins and swing cylinder pins, 2" top and bottom rear frame plates (centermount). Fabricated boom and dipper. SAE maximum dig depth: Extradig dipper - 14' 7" - 18' 6". EasyControl backhoe controls. Fabricated stabilizer legs with anti-drift valves. 11,000 lb. lifting hook as standard.

LOADER

Equipped with integrally mounted front end loader using two lift cylinders and two bucket dump cylinders. Parallel lift standard during loader raise and lower functions. Dump height: 9' 0". Bucket return-to-dig and third spool loader valve standard. Dump reach at full height - 32". Auto Smooth Ride System (AutoSRS). Front bumper protection fitted as standard.

ELECTRICAL SYSTEM

12 volt system with 150 amp alternator std. Wiring harness and outside cab connectors meet IP69 standard for protection against ingress of dust, and pressure spray of 4.23 gpm at 1450 psi. Inside cab connectors meet IP67 standard for protection against ingress of dust, and water when submerged. Single, maintenance free battery rated at 900 cold cranking amps. Four halogen work lights in front and four separate halogen work lights in the rear. Stop lights, turn signals, and four way hazards standard. Backlit gauges and readouts consisting of a tachometer, fuel gauge, engine coolant temperature gauge, digital hour meter and digital clock. Light and alarm for battery charge condition, coolant temp., engine oil pressure, transmission oil pressure, transmission oil temp., air cleaner restriction, water in fuel indicator, and park brake engaged. Light indicators for hazard flashers on, turn signals, steering mode, and lights on. 12 volt outlet for powered accessories. Common fuses and relays located in an easy access panel. Main circuit breakers at battery positive terminal for added circuit protection. Battery Isolator fitted as standard.





Features and Benefits

OPERATORS ENVIRONMENT

Suspension seat with adjustments for weight, seat angle, and back angle. Armrests and retractable seat belt standard. Two door entry with deluxe trim. Composite sure grip molded floor, tilt steering column, front windshield with 2 speed plus intermittent wiper and washer, interior rear view mirror, pre-wired for beacon, cup holders, storage compartment. Cab includes door ajar stays, 14 adj. vents, operable side windows, one piece rear window with wiper and washer that acts as a shield during inclement weather, heater with defogger vents, and radio pre-wire with speakers in-cabs. AutoTHROTTLE returns engine speed to pre-set hand throttle position when work is resumed. AutoDRIVE provides cruise control-type characteristics during roading. Advanced Easy Controls and Easy Controls only: AutoSTABILIZERS and AutoBOOMLOCK.

HYDRAULIC SYSTEM

Open center system, variable displacement piston pump, engine driven, 44 gpm @ 3650 psi. Separate oil reservoir not shared with other systems, externally mounted to mainframe for ground level servicing. Abrasion protection of valve to boom hoses. Hoses have burst pressure of 4 times working pressure. Structural steel pipes to withstand minor impacts. Auto Idle reduces engine speed when no hydraulic functions are requested.

SERVICEABILITY AND MAINTENANCE

Ground level check for engine and transmission oil, brake fluid, engine coolant, and windshield washer levels. Ground level top off of engine oil, transmission oil, hydraulic fluid, brake fluid, fuel, and engine coolant. Tilt engine hood and lockable front grill. 15 second engine manifold preheat (activated through ignition switch). 40 gallon fuel tank. 20 gallon hydraulic tank with 5 micron filter. 500 hour engine oil and filter service interval. 1000 hour DEF filter interval. 1000 hour transmission oil and 500 hour transmission filter service interval. 2000 hour hydraulic oil and 500 hour hydraulic filter service interval. External Toolbox. AutoCHECK automatically performs daily under hood maintenance checks on 'key on'

TELEMATICS

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**Prepared For:**

Danilo Batson
City of Montebello
1600 West Beverly Blvd
Montebello Ca 90640

phone:3238871200
dbatson@cityofmontebello.com

Dealer Information

JCB OF SOUTHERN CALIFORNIA
2615 PELLISSIER PLACE
CITY OF INDUSTRY CA 90601
phone:(562) 463-8000
fax:(562) 463-8093

Prepared By:

Anthony Santiago
tonys@yalechase.com
mobile:
Quote Date: 09/20/18
Valid Until: 09/28/18
Quotation Reference: 201193

Model: 3CX 15HFCE**Qty: 1****Equipment Description**

3CX-15 SUPER, 4WD, 2WS, 109HP TIER 4 FINAL, 15FT CENTERMOUNT BACKHOE WITH EXTRADIG EXTENDING DIPPER. EASY CONTROLS. 150A ALTERNATOR, 750 LBS COUNTERWEIGHT. INCLUDES 2 SPOOL LOADER VALVE, FLIP OVER FEET, INTERIOR MIRROR, FRONT AND REAR WORKLIGHTS, BATTERY ISOLATOR, TOOLBOX AND AUTOMATE (AUTOCHECK, AUTOIDLE, AUTODRIVE AND AUTOTHROTTLE).
3CX-15 SUPER 109 HP CM MODEL PACK
GALAXY INDUSTRIAL 12.5X18X10 and 21LX24X10 AND 21L-24-10 POWERSHIFT + TL AND LSD, 4WD/2WS
CAB WITH A/C CLOTH SUSPENSION SEAT, ENGINE BLOCK HEATER
HAMMER/BI-DIRECTIONAL PIPEWORK
ENGLISH TERRITORY PACK
CAB, LIVELINK,
5/8 LOADER PIPEWORK RTD AND AUTO SRS FOR BI-DIRECTIONAL USE
15FT/109HP PRICE EQUALIZATION
HYD EXCAVATOR QH (HMR/BI-DIRECTIONAL) WITH LIFTING KIT and 5T SHACKLE
CODE REQUIRED FOR EXCAVATOR QUICKHITCHES
DIRECT MOUNT 6 IN1 SHOVEL 92 IN, 1.3yd3, STANDARD DUTY WITH BOLT-ON-TOEPLATE
ROTATING BEACON
HEADLIGHTS
SEATBELT 3 IN
BACKHOE BUCKET - 24 IN (600MM) HEAVY DUTY 4 TEETH
Licensing Fee & License Plate Holder
3yr 3,000hr Full Machine Extended Warranty
3 Sets of Keys
Am/FM Radio

Equipment Total 93,241.28

Total Customer Sale Price 93,241.28

Notes: F.O.B. City of Montebello
Municipality Discount Applied
Subject to Yale Chase Equipment & Services, Inc. Terms & Conditions
60 Month Lease 2.14% Interest Rate w/\$1.00 Buyout

Customer Acceptance: _____

Date _____

Dealer _____

Date _____



CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew Pasmant, Acting City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: Approval of a Radio Subscriber Agreement with the City of Downey

DATE: September 26, 2018

RECOMMENDATION

That the City Council approves an Interoperable Radio System Subscriber Agreement between the City of Montebello and the City of Downey, and to authorize the Acting City Manager to execute this agreement.

BACKGROUND

In the early 1990's, the Montebello Fire Department's Communications Division began building a radio system to provide enhanced radio coverage for the Montebello Police and Fire Departments. This system had a relatively small coverage map. At that time, it was largely just the City of Montebello and the immediately surrounding areas. Over the next 10 years, the radio system expanded with towers in Whittier and Monterey Park, in an attempt to provide a wider coverage map and better service in that coverage area. In 2003, the Montebello Fire Department joined its system with seven other cities to create the Joint Powers Agreement (JPA), which is now referred to as Interagency Communications Interoperability (ICI) System. This system of radio towers and infrastructure allows the uninterrupted use of radios throughout the entire County of Los Angeles, and beyond.

In January 2018, the City of Montebello-Fire Department and the City of Downey-Police Department met with the intention of migrating the Downey Police Department onto the Interagency Communications Interoperability (ICI) System, in order to provide better coverage for the police officers in the City of Downey. Both Cities agreed that a long term agreement would serve each agency best.

Interoperable Radio System Subscriber Agreement

The subscriber agreement concerns the use of the Montebello ICI System Radio Cell, by the Downey Police Department, in order to provide better radio coverage for their officers. The current value of access to a system similar to the ICI System with regional roaming is approximately \$35.00 per radio, per month. The Downey Police Department is proposing

using the system with at least 258 radios. For the first year, this is gross revenue of \$108,360.00. The agreement provides for increases occurring annually for the life of the 10 year agreement. At year 10 of the agreement, the gross revenue will be \$124,872.00. As additional radios are added by the City of Downey, the revenue will also increase.

ANALYSIS

Interoperable Radio System Subscriber Agreement

The Downey Police Department approached the City of Montebello, in order to provide better radio coverage for their officers and field personnel. At this time, there is no alternative radio system with the same or similar coverage map or area of radio coverage, like the ICI System. This analysis was performed by the Downey Police Department radio system personnel.

The City Attorney has reviewed this agreement.

And, finally, the City of Downey will be presenting the agreements to their City Council in September for approval.

FISCAL IMPACT

The overall fiscal impact will be a positive net gain to the City of Montebello. A revenue account has been created by the Finance Department, and all revenues will be deposited to the said account, to maintain proper tracking.

As stated previously, the annual net revenue generation from the Interoperable Radio System Subscriber Agreement is expected to be \$108,360.00, in year one, and continue to \$124,872.00, in year ten of the agreement.

SUMMARY

That the City Council will consider approving an Interoperable Radio System Subscriber Agreement between the City of Montebello and the City of Downey, and to authorize the Acting City Manager to execute this agreement.

ATTACHMENTS

Interoperable Radio System Subscriber Agreement

INTEROPERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND THE CITY OF DOWNEY

This AGREEMENT is entered into by and between the City of Downey ("Subscriber"), a municipal corporation and charter city located at 11111 Brookshire Avenue, Downey, CA 90241, and the City of Montebello ("Member"), a municipal corporation and California general law city located at 1600 West Beverly Boulevard, Montebello, CA 90640. The Subscriber and Member are referred to herein individually as "Party" and jointly as "Parties."

RECITALS

WHEREAS, Member is a voting member of the Interagency Communications Interoperability System Governance Board ("ICI System") and has built an infrastructure which provides for a wide are interoperable radio network; and

WHEREAS, Member has the technical ability to host additional radio units which may roam on its network; and

WHEREAS, Subscriber owns wireless communications systems and devices, which consist of radios as specified in this Agreement and desires to use the network of Member; and

WHEREAS, Subscriber's Police Department provides policing services for and in the City of Downey, and desires to use the Member radio system in the community.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the Parties agree as follows:

1.0 PURPOSE

The purpose of this Agreement is to allow Subscriber to subscribe to Member's ICI System radio network for its beneficial use, primarily for public safety purposes. Subscriber will share radio frequencies with Member.

2.0 TERM

The term of this Agreement shall commence on July 1, 2018, subject to the Parties' receipt of their respective City Council's approval, and shall continue thereafter until June 30, 2028, unless sooner terminated. Either Party, upon one (1) year prior written notice, may terminate any portion or all of the services agreed to be performed under this Agreement with or without cause. After expiration of the initial term of this Agreement, the Agreement will renew annually and automatically thereafter without renewal action by the Parties' respective City Councils. This Agreement may be terminated for cause for failure to cure default within thirty (30) days of receipt of written notice thereof by the defaulting party, except in the event the default is for failure to pay in which event the cure must be

made within seven days. If the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if it has commenced a cure within the 30 day period and thereafter diligently prosecutes such cure to completion within no more than ninety (90) days after receipt of written notice thereof.

- 2.1 Amending Terms:** Although Section 2.0 above allows automatic term extensions without formal (City Council) action, the Parties shall (pursuant to this Section and Section 8.11 below) execute a mutually signed amendment if the Parties wish to extend the term beyond June 30, 2028, change any fees reflected in **Attachment B**, or change any terms of this Agreement.

3.0 FEES

- 3.1 Initial Year:** The Initial Year of system use by Subscriber begins when Subscriber is fully operational on Member system and continues through the next June 30. Subsequent years of system use are defined to occur each period from July 1 through June 30 during the term of the Agreement.

- 3.2 Payment of Fees:** In consideration of the materials and services set forth herein, upon execution of this Agreement, Subscriber shall pay an annual fee to Member in the amount specified in **Attachment B**. The Initial Year fee shall be prorated on a monthly basis (rounded up to full months) from the month of the Subscription Commencement Date through June 30, and shall be paid to Member within sixty (60) days of the Subscription Commencement Date. The Subscription Commencement Date shall be the date when Subscriber has beneficial use of the interoperable radio system. After the Initial Year, Subscriber shall pay Member the annual fee on or before July 1 of each year during the term of this Agreement. Subscriber shall remit payment of the fee within 30 days of being invoiced by Member.

The ICI Board of Directors governs ICI System roaming fees charged for the Subscriber's radios. During the term of this Agreement, Member shall pay roaming fees on behalf of the Subscriber.

4.0 DESCRIPTION OF SERVICES

- 4.1 Description of "Talkgroup":** A talkgroup is an assigned group on a trunked radio system. Unlike a conventional radio which assigns users a certain frequency, a trunk system takes a number of frequencies allocated to the system. Then, the control channel coordinates the system so talkgroups can share these frequencies seamlessly. The purpose is to dramatically increase bandwidth. Many radios today treat talkgroups as if they were frequencies, since they behave like such.

4.2 Use of Talkgroups: Member shall provide Subscriber use of up to ten (10) talkgroups on the Member-trunked communications system as referenced in Attachment A, as may be amended from time to time.

4.3 *[Intentionally left blank.]*

4.4 Restrictions on Use of Talkgroups: Subscriber shall use only those talkgroups assigned to Subscriber as agreed to in advance. Any use of talkgroups by Subscriber shall be in accordance with the rules and regulations of the Federal Communications Commission and state and federal law.

4.5 Radio Equipment: Subscriber is responsible for the acquisition, maintenance and repair of its subscriber radios and console equipment.

4.6 System Maintenance: If Subscriber notices system failures, significant transmission interference, and other system problems that are not due to subscriber radios or console equipment, then Subscriber shall promptly report these issues to Member in accordance with a 24:7 procedure mutually agreed upon by the Member's Fire Chief and Subscriber's Police Chief. Member will provide restoration or repair to system to the best of its abilities. Member shall make its best effort to provide Subscriber with the same quality of radio system use as the Member's radio system.

5.0 PROJECT MANAGEMENT

Member's Communications Manager or his or her designee shall serve as Member's project manager. Subscriber's Communications Manager or his or her designee shall serve as Subscriber's project manager. The project managers shall communicate at least annually regarding the Subscriber's talkgroups' operation and needs. Talkgroups are listed in **Attachment A**. Notwithstanding Section 2.1 above and 8.11 below, the Parties may modify **Attachment A** with a Letter Amendment, which shall be dated, numbered, and signed by Member's Fire Chief and Subscriber's Chief of Police.

6.0 LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event will Member, ICI System, or its affiliates, be liable for indirect, incidental, special, exemplary, or consequential damages whatsoever (including without limitation, damage for loss of profits, business interruption, loss of business information, or any other loss) arising out of, or resulting from the services whether arising in tort (including negligence), contract or any other legal theory, even if Member has been advised of the possibility of such damages.

7.0 **DISCLAIMER**

The services provided pursuant to this Agreement are offered with no warranty. Use of the products or services provided pursuant to this Agreement are at the Subscriber's sole risk. MEMBER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE.

8.0 **GENERAL PROVISIONS**

- 8.1 Successors:** Each and every one of the terms, covenants, and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, not only the Parties hereto but each and every one of the heirs, executors, administrators, successors, assigns, and legal representatives of the Parties hereto.
- 8.2 Assignment:** Neither party shall assign, transfer or sell any of its rights or responsibilities under this agreement in any other capacity, without the express written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment without such consent shall be void.
- 8.3 Compliance with Laws:** Each Party agrees to comply with all existing and future ordinances, rules, laws and regulations of any governmental agency that are applicable.
- 8.4 Force Majeure:** If performance by either Party is prevented because of the occurrence of force majeure, act of God, epidemic, fire, casualty, lockout, labor condition, riot, war, blackout, air raid, air raid alarm, act of public enemy, order or decree of any governmental agency or tribunal, extraordinary delays, or other causes of similar nature, such occurrences shall be considered a valid excuse of nonperformance or delay in the performance by such Party hereunder, and in the event of such occurrence, such suspension continuing until said event or occurrence terminates and the Agreement shall be extended for a period equal to the duration of the suspension. If such suspension continues for a period of one (1) year, this Agreement shall terminate.
- 8.5 Waiver; Remedies Cumulative:** By entering this Agreement, neither Party waives any of the immunities provided by the Government Code or other applicable provisions of law. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties to this Agreement.

- 8.6 Mitigation of Damages:** In all situations arising out of the Agreement, the Parties shall attempt to avoid and minimize damages resulting from the conduct of the other Party.
- 8.7 No Waiver:** A waiver by either Party of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.
- 8.8 Attorney fees:** If any action of law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.
- 8.9 Captions:** The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.
- 8.10 Authorization:** Each Party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective elected and appointed d officials, administrators, officers, directors, divisions, subsidiaries, agents, employees, insurance carriers and any others who may claim through it to this Agreement.
- 8.11 Entire Agreement between Parties:** This Agreement supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to rendering of services, and contains all of the covenants and agreements between the Parties with respect to said services. Modifications to the terms, scope of work and additions or deletions to this Agreement will be effective only upon written approval signed by authorized representatives of both Parties.
- 8.12 Partial Invalidity and Choice of Law:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles.
- 8.13 Notices:** For the purpose of notifying or contacting the other Party relative to any matter concerning this Agreement, a Party shall mail such notice to the Party to be notified, addressed as follows:

<u>Member</u>	<u>Subscriber</u>
---------------	-------------------

Kurt Johnson, Assistant Fire Chief City of Montebello 600 North Montebello Boulevard Montebello, CA 90640 Tel: (323) 887-4510 Fax: (323) 887-4502 Email:kjohnson@cityofmontebello.com	Scott Loughner, Lieutenant City of Downey 11111 Brookshire Avenue Downey, CA 90241 Tel: (562) 904-2346 Fax: (562) 904-2384 Email: sloughner@downeyca.org
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Any notice so delivered shall be effective upon the date of personal delivery or, in the case of mailing, on the date of mailing. Either Party may change the specified person or address at which it is to receive notices by giving ten (10) days' notice of such change to the other Party in writing.

In recognition of the obligations stated in this Agreement, the Parties execute this Agreement:

CITY OF MONTEBELLO

Andrew G. Pasmant, Acting City Manager

Date

ATTEST:

Irma Bernal-Barajas, City Clerk

Date

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman, City Attorney

Date

CITY OF DOWNEY

Gilbert A. Livas, City Manager

Date

ATTEST:

Alicia Duarte, City Clerk

Date

APPROVED AS TO FORM

Yvette M. Abich Garcia, City Attorney

Date

ATTACHMENT A

INTEROPERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND THE CITY OF DOWNEY

TALKGROUPS

Up to ten (10) specific Talkgroups will be identified and programmed for use by the Downey Police Department's subscriber radios. Modifications to Talkgroups and/or their use will be negotiated in good faith between the Parties.

The Member's Fire Chief and Subscriber's Police Chief will administratively determine the Talkgroups that Downey Police Department is authorized to program into its Police Department radios. The Fire Chief and Police Chief may administratively modify the Talkgroups. Any such determination or modification will not require an amendment to this Agreement.

Subscriber radios are handheld, mobile, dispatch consoles, two-way radios and associated equipment owned or used by Subscriber, programmed to be compatible with Member's radio system. Pursuant to this Agreement, the Downey Police Department may operate subscriber radios on the Member's radio system, and shall receive a unique radio identification called a Subscriber ID from the Member.

ATTACHMENT B

INTEROPOERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND THE CITY OF DOWNEY

FEE SCHEDULE

Fees are to be paid in accordance to sections 3.1 through 3.3 of this agreement.

<u>Period</u>	<u>Fee Amount</u>
Initial year (or portion of year through June 30)	\$35.00 per radio in use per month*
Year 2 (July 1 through June 30)	\$36.00 per radio in use per month
Year 3 (July 1 through June 30)	\$37.00 per radio in use per month
Year 4 (July 1 through June 30)	\$38.00 per radio in use per month
Year 5 (July 1 through June 30)	\$39.00 per radio in use per month
Year 6 (July 1 through June 30)	\$40.00 per radio in use per month
Year 7 (July 1 through June 30)	\$41.00 per radio in use per month
Year 8 (July 1 through June 30)	\$42.00 per radio in use per month
Year 9 (July 1 through June 30)	\$43.00per radio in use per month
Year 10 (July 1 through June 30)	\$44.00 per radio in use per month

The initial year fee shall be prorated from the Commencement Date through June 30th of the following year.

The ICI System Board of Directors governs ICI System roaming fees charged for the Subscriber's radios. During the term of this Agreement, Member shall pay roaming fees on behalf of the Subscriber.

The total number of radios to become subscribers as of July 01, 2018, is 258. This number will be reconsidered annually prior to invoicing.

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: David Sosnowski, Director of Recreation & Community Services

SUBJECT: AQMD Fund Appropriation

DATE: September 26, 2018

RECOMMENDATION

That the City Council authorize the allocation of \$500,000 of the City's AQMD Fund Balance for the purchase of qualifying vehicles through the AB 2766 Subvention Program for Fiscal Year 2018/2019.

BACKGROUND

Since 1991, local governments have received AB 2766 funds to implement programs that reduce air pollution from motor vehicles. A Motor Vehicle Registration fee surcharge of \$6 per vehicle is collected by the Department of Motor Vehicles and subvented to the SCAQMD for disbursement.

The AB 2766 Subvention Program provides a funding source for cities and counties to meet requirements of federal and state Clean Air Acts, and for implementation of motor vehicle emission reduction measures in the SCAQMD Air Quality Management Plan (AQMP).

To date, the City of Montebello has accumulated \$613,497.27 in the AQMD fund over the years. For Fiscal Year 2018/19, only \$37,200 of the funds have been budgeted for the Employee Rideshare Program.

The AQMD fund would continue to accumulate funds every year to replenish the balance. Over the past few fiscal years the following dollar amounts have been added to the fund balance:

Fiscal Year 15-16: \$55,794.00
Fiscal Year 16-17: \$54,892.00
Fiscal Year 17-18: \$52,595.00

ANALYSIS

Several Projects qualify for use of the City's Allocation of AB 2766 Subvention Funds including the Alternative Fuels/Electric Vehicles Project. The Alternative fuel projects promote and support the use of alternative fuels. Alternative fuel projects can be electric, compressed natural gas, propane, fuel cell, hydrogen, and non-diesel hybrids that meet specific CARB certification standards. Additionally, if electric vehicles are purchased, electric car chargers for the fleet are an eligible expense.

Staff have identified the need for five (5) Pickup Trucks to replace an aging fleet in the Parks, Streets and Tree Maintenance Divisions. These vehicles would replace vehicles that are 20+ years old and are costly to maintain and repair to keep in service.

Additionally, if the funds allocation is approved for the Alternative Fuels/Electric Vehicles Project, qualified vehicles can be purchased to replace aging vehicles for Public Safety Departments or Code Enforcement use as well.

FISCAL IMPACT

There is a positive impact on the General Fund by allowing for the purchase of Alternative Fuel Vehicles through the AQMD's AB 2766 Subvention Fund for vehicles that may have otherwise been purchased or leased by the General Fund. Additionally, the replacement of aging vehicles with new, warrantied vehicles will save in maintenance and repair costs that would have been charged to the General Fund.

SUMMARY

The City Council will consider authorization for the allocation of \$500,000 for the current fiscal year of AQMD Funds for the purchase of Alternative Fuel Vehicles.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF
MONTEBELLO AUTHORIZING THE APPROPRIATION OF
FUNDS FOR EXPENSES RELATED TO THE TEMPORARY
LABOR CONSULTING NEEDS OF THE CITY**

THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES RESOLVE AS FOLLOWS:

SECTION 1. That the Director of Finance is hereby authorized to make the following appropriations:

FROM		TO	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
245-2920	\$500,000	245-99-6082	\$500,000
(AQMD Fund Balance)		(Vehicle Purchases)	

SECTION 2. That the City Clerk shall certify to the adoption of the Resolution, which shall become effective immediately upon approval.

ADOPTED AND APPROVED this 26th day of September, 2018.

Jack Hadjinian, Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM:

Irma Barajas
City Clerk

Arnold M Alvarez-Glasman
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. _____ was duly and regularly approved and adopted by

the City Council of the City of Montebello at their meeting held on the 26th day of September, 2018, as approved by law by the following vote:

AYES:

NOES:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the _____ day of _____, 2018.

IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor Pro-Tem and City Council Members

FROM: Andrew Pasmant, Acting City Manager

BY: David Sosnowski, Director of Recreation & Community Services

SUBJECT: Approve a Resolution Rejecting all Bids as Received and Authorizing Staff to Reissue the RFP 19-1 for Citywide Landscape Maintenance

DATE: September 26, 2018

RECOMMENDATION

That the City Council approves a resolution rejecting all bids as received and authorize staff to rebid the Citywide Landscape Maintenance RFP #19-1.

BACKGROUND

The City of Montebello contracts Landscape Maintenance Services for all City Medians, entry signs and several other areas throughout the City to supplement efforts by staff in the Parks and Streets Divisions. Staff analyzed the current scope of work and needs of the City and decided to expand the scope of work and add extra services and more locations for service to RFP #19-1. Some areas added to the scope of work under RFP #19-1 include the City Hall/Library/PD Complex, Rea Dr., Roosevelt Ave. River Bed Rest Stop and more.

ANALYSIS

On September 6, 2018 , five (5) bids were received which all exceeded the anticipated amount and also exceeded what is currently budgeted for contracted landscape services. The City received several questions about some of the newly identified areas within the scope of work during the RFP process. Staff would like to revisit and modify the scope of work, define the specifications and analyze all areas within the RFP and reissue it.

The following bids were received for the first year of a potential three year contract:

ADCO Services, INC.	\$140,260.00
Mariposa Landscape.....	\$224,652.00
Priority Landscape Services.....	\$326,650.00

GreenTech Landscape.....	\$326,650.00
Azteca Landscape.....	\$392,323.04

The current cost for contracted Landscape Services is \$81,720 with the charges shared by the Public Works Department and Street Maintenance Division. The current contract does not include the new areas and has a more limited scope of work that does not include irrigation repair and pressure washing services.

SUMMARY

The City Council will consider approval of a resolution rejecting all bids as received and authorize staff to rebid the Citywide Landscape Maintenance RFP #19-1.

ATTACHMENTS

Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO,
CALIFORNIA, AUTHORIZING THE REJECTION OF ALL BIDS RECEIVED FOR
REQUEST FOR PROPOSALS FOR CITYWIDE LANDSCAPE MAINTENANCE (RFP #
19-1) AND AUTHORIZE STAFF TO REISSUE A REQUEST FOR PROPOSALS**

WHEREAS, the City of Montebello has advertised and received five proposals/bids for the Citywide Landscape Maintenance, RFP # 19-1;

WHEREAS, during the RFP process, the City received several questions and requests for clarification for which staff was unable to provide a response within the RFP period given the technical nature of the questions, and this may have impacted the number of responsive proposals the City received;

WHEREAS, the Public Contract Code authorizes the City to reject any or all bids received for public projects, and RFP #19-1 incorporated and referenced this authority; and

WHEREAS, the City Council has duly considered all information presented in connection with this matter, and finds and determines that rejecting all bids received in response to RFP #19-1 and re-issuing the RFP with clarifying information would be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO AS FOLLOWS:

SECTION 1. That the City Council rejects all bids received for RFP #19-1, and authorizes and directs staff to re-issue the RFP with such additional and clarifying information as necessary.

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution by the City Council, and it shall thereupon be in full force and effect upon its execution.

APPROVED AND PASSED THIS 26th DAY OF September , 2018.

Jack Hadjinian, Mayor Pro-Tem

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney



CITY OF MONTEBELLO

Request for Proposals

(RFP No. 19-1)

CITYWIDE LANDSCAPE MAINTENANCE

Release Date: August 2, 2018
Due Date: August 27, 2018 at 1:00 P.M.
Bid Opening: August 27, 2018 at 2:00 P.M.
Bid Award Date: September 12, 2018 (Tentative)

TO PROSPECTIVE BIDDERS

The City of Montebello invites your firm to submit a proposal in accordance with this Request for Proposals (RFP). Your response to this request will be evaluated to determine the qualifications of your firm. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder will be required to enter into a Landscape Maintenance agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION:

August 2, 2018

THE PROJECT:

Project Name: Citywide Landscape Maintenance
Location: Various

THE OWNER:

Name: City of Montebello
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90640
Contact: David Sosnowski, Director of Recreation & Community Services
Contact Phone: (323) 887-4540
Contact E-Mail: dsosnowski@cityofmontebello.com

PROPOSAL CONTACTS

Any questions concerning this RFP and all correspondence must be submitted in writing via e-mail to the following contact:

Name: David Sosnowski, Director of Recreation & Community Services
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90640
Contact: David Sosnowski, Director of Recreation & Community Services
Contact Phone: (323) 887-4540
Contact E-Mail: dsosnowski@cityofmontebello.com

FOR CITYWIDE LANDSCAPE MAINTENANCE

Invitation for Bid No. 19-1

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NOTICE INVITING PROPOSALS/SEALED BIDS
FOR VARIOUS LANDSCAPE MAINTENANCE AREAS

BID NO. 19-1

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 1600 West Beverly Boulevard, Montebello, California 90640 or via the PlanetBids vendor portal found on the City of Montebello's official website up to the hour of 1:00 p.m. on Monday, August 27, 2018.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640.

A **non-mandatory pre-proposal meeting** will be held at the City Hall located at **1600 W. Beverly Blvd., at 11:00 a.m. on Tuesday, August 14, 2018.** A brief tour of some of the job sites will be available to interested parties.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Bids must be prepared on the approved Proposal forms in conformance with the instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY reserves the right to accept or reject any or all bids, to waive any irregularity in a bid and to make an award as may serve the interests of the City.

Questions should be directed to David Sosnowski, Director of Recreation & Community Services at (323) 887-4540.

THE DATE OF SOLICITATION: Thursday, August 2, 2018

PRE-PROPOSAL MEETING: Tuesday, August 14, 2018 @ 11:00 a.m. – City Hall

SUBMITTAL DUE DATE: Monday, August 27, 2018 @ 1:00 p.m.

BID OPENING: Monday, August 27, 2018 @ 2:00 p.m. at City Council Chambers

AWARD DATE: September 12, 2018 Council Meeting (Tentative)

II. GENERAL INFORMATION

PRE-PROPOSAL MEETING

A **non-mandatory pre-proposal meeting** will be held at City Hall located at **1600 W. Beverly Blvd., at 11:00 a.m. on Tuesday, August 14, 2018.** A walk through will be conducted and any questions or comments will be addressed at that time. All interested bidders are invited; attendance is non-mandatory for proposal submittal purposes, but this walkthrough will provide bidders an opportunity to ask questions and visit project sites. All questions or clarifications shall be submitted via email to David Sosnowski no later than 3:00 p.m. on Tuesday, August 21, 2018. The City will respond to all written questions by issuing a written addendum, if needed, no later than 5:00 p.m. on Thursday, August 23, 2018.

SCOPE OF WORK

Contractor shall furnish all labor, supervision, methods of processes, implements, tools, machinery, safety equipment, traffic control, materials and proper licensing required perform either the weekly, monthly, quarterly or semi-annual landscape maintenance services as designated by this RFP.

LICENSE REQUIREMENT

Contractor shall possess a current/valid State of California C-27 Landscape Contractor's license. All work shall be performed consistent with C-27 licensing requirements. As applicable, the Contractor shall perform all work pursuant to the most current Landscape industry standards, adopted applicable codes and all municipal ordinances. In some instances, the Contractor may be required to comply with applicable standards per the Standard Specifications for Public Works Construction (Green Book).

PROPOSAL SUBMITTAL

The City will select, as to the Request for Proposals, the lowest and best proposal. The City reserves the right, to negotiate with the prospective contractors as to the price, terms and conditions of providing the required services and to award a contract for performance of the required services based on the negotiated price, terms and conditions. The City reserves the right to split the award, reject all bids and circulate another RFP or award contract(s) in a manner that best suits the City's needs. Further explanation of the selection process is found on page 30-32 of this RFP.

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES**

SPECIFICATIONS/WORK REQUIREMENTS

GENERAL SPECIFICATIONS

A. DEFINITIONS:

INSPECTOR: The Public Works Director or Recreation & Community Services Director or authorized designee will be the Inspector. This person will be in charge of inspection and administration of this contract.

B. TERM OF CONTRACT

This contract shall be for a period of three (3) years beginning October 1, 2018, subject to renewal by two (2) additional one-year periods. Based upon recommendation by the City that the Contractor has fully complied with the contract requirements and that it is in the interest of the City to continue the contract, a request will be submitted to the Director of Public Works for contract extension. The total term of the contract shall not exceed five (5) years. The proposed prices shall be valid for the initial three (3) year life of the contract. A "sample" Agreement is attached to this RFP as "Exhibit B".

MATERIALS

- 1.1 The Contractor shall furnish all the necessary materials and supplies required to complete the work as specified herein.
- 1.2 Within ten (10) working days of the "Notice to Proceed" the Contractor shall provide a full and complete list of materials and supplies as specified or to be provided.
- 1.3 All materials and supplies shall be new, high quality, free of defects, and designed for the intended use and shall be subject to the Inspector's approval.
- 1.4 The Contractor shall supply the City at each monthly billing cycle with all delivery tickets/receipts for materials utilized within the billing time frame.

C. EXECUTION OF AGREEMENT:

The Agreement (sample attached) shall be signed by the successful proposer and returned within the required insurance within ten (10) days, not including Sundays and legal holidays, after the City has provided written notice that the contract has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall be just cause, at the City's option for annulment of the contract

award. Please review the insurance requirements and indemnification clause as stated in the attached sample agreement.

Should the successful proposer decline to execute contract, the City Council has the option to either reject all proposals or call for new proposals or acceptance of other proposals.

D. CONTROL OF WORK:

The Inspector shall decide any and all questions which may arise as to the quality or acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the contract by the Contractor. The Inspector shall direct the inspection/administration of the work and decide questions regarding compensation.

The Director of Public Works or Recreation & Community Services shall advertise, bid, receive and provide control over all insurance and bonds, and enforce or make effective such actions as necessary to insure compliance with these contract specifications.

E. DEFICIENT PERFORMANCE:

The following Liquidated Damages shall be applied to deficient performance and/or late completion:

The parties hereto agree that it is impracticable or extremely difficult to determine the actual damages to the purchaser from failure to maintain the Facilities according to the established schedule or level of care. Therefore, it is hereby established that two fifty dollars (\$250.00) will be deducted and withheld from the payments due or to become due to the Contractor for each Calendar day work is incomplete beyond the scheduled day. The Contractor shall be responsible for closing, locking all doors, windows and cabinets, and setting alarm, etc. (as requested OR as necessary) before leaving the site; regardless of the condition upon arrival. The sum of \$250.00 per instance shall be deducted and withheld from the payments due or become due to the Contractor.

F. PERFORMANCE STANDARDS

Contractor shall perform all services required within these specifications. All services shall be performed in the highest professional manner, and in accordance with all applicable, current industry standards, regulations codes and statues unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the Landscape industry. ***It is intended that the Contractor will schedule its operations to meet or exceed these requirements.*** It is further intended that the Contractor will put forth a level of effort to provide quality maintenance.

G. INSURANCE/BONDING

1.1 The Contractor shall procure and maintain for the duration of the contract insurance against claims from injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

1.2 The Contractor shall not commence any work under this contract until he has secured all insurance required by this section nor shall he allow any subcontractors to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained. In accordance with Section 3700 of the California Labor Code, the Contractor shall (i) maintain adequate worker's compensation insurance under the laws of the State of California for all labor employed by him or any subcontractor under him, or (ii) secure from the Director of Industrial Relations a certificate to self-insure such labor, when such labor comes within the protection of such worker's compensation laws.

All policies shall contain the following: (i) a provision or endorsement naming the City of Montebello and the Montebello City Council, City Council appointed Commissions, and Committees, and all City elective and appointed officers, employees, agents, consultants, as additionally named insured with respect to liabilities arising out of acts or omissions caused by negligence of the Contractor or those working under him in the performance of the contract work, (ii) a provision or endorsement holding the City of Montebello, including the City Council, its officers, agents, consultants, and employees, harmless from any claims or damages arising from such acts or omissions and stating that the City, including the City's officers, agents, consultants, and employees, will be defended from any such claims, (iii) a provision or endorsement that such insurance is primary insurance of said additionally named insured with respect to such liabilities, and that with respect to such liabilities, any other insurance maintained by said additional insured is excess and not contributing insurance with respect to the insurance required hereunder, (iv) a provision or endorsement providing that such insurance shall not be terminated, canceled, reduced or allowed to expire except upon thirty (30) days prior written notice to the City.

Promptly upon execution of the contract and prior to commencement of any work, Contractor shall furnish the City certificates of insurance covering all policies providing the insurance required hereunder. Insurance requirements are further outlined in the sample Professional Services Agreement found in this RFP.

Contractor agrees, upon written request, to furnish City with copies of all required policies, certified by an authorized representative of the insurer. All insurance issued under the provisions of this section shall be issued in the form and by insurance organizations approved by the City prior to the commencement of any work hereunder.

1.3 A Bid Bond is required. A Faithful Performance Bond is required for the three years of the contract award. A copy of a sample Bonds is provided.

H. LABOR REQUIREMENTS

- a. **BACKGROUND:** All personnel engaged in the performance of this work shall be employees of the Contractor, and as such shall be warranted to possess sufficient experience and reliability to perform this work.
- b. **HEALTH:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use of, or presence of, alcohol or drugs on the premises or in the building.
- c. **IDENTIFICATION:** All personnel shall wear uniforms, furnished by the Contractor, at all times during performance of this work. The Contractor and/or its area supervisor may wear badges in lieu of uniforms. The appearance of the uniforms and the manner, in which they are worn, shall be approved by the Inspector. If it is found that personnel are not wearing uniforms, a \$50.00 charge will be issued for each person not in uniform.
- d. **SUPERVISION:** Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both written and oral English.
- e. **TRAINING:** Contractor shall have an ongoing training program for all its staff. Contractor shall provide only personnel that have been fully trained for performance of this work.

Supervisors shall have been trained in supervision.

- f. **NON-DISCRIMINATION:** The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex or religion of such persons. Violations of this provision may result in the imposition of penalties under Section 1735 of the Labor Code.
- g. **CONDUCT:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

I. RECORDS

Contractor shall maintain an accurate record showing names of employees, classification, actual hours worked, wages paid and benefits paid to each employee.

This record shall be subject to the inspection of the Inspector and the State Division of Labor Law Enforcement in accordance with the provisions of Section 1776 of the State Labor Code.

The Contractor agrees to permit City Manager/Contract Inspector access during normal working hours to all books, accounts, records, reports, files and other papers or property of the Contractor for the purpose of auditing any aspect of performance under this contract.

J. PROTECTION AND RESTORATION

The Contractor shall protect all furnishings and improvements from damage by its operations. All damage occurring during the Contractor's operations shall be repaired or replaced, at the option of the City at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

K. EQUIPMENT TOOLS AND SUPPLIES

All equipment, tools, and supplies necessary to perform the required work shall be furnished by the Contractor at their sole expense.

All keys or access cards given to the Contractor by the Inspector shall be surrendered to same at the termination of this contract and **no duplication of the keys shall be made.**

All vehicles utilized under the scope of this contract shall meet all requirements of the California Vehicle Code.

On all vehicles utilized under scope of this contract, the Contractor shall have placards, emblems, signs, etc., attached to driver and passenger doors, which include but are not limited to the following:

- Company Name

L. SUBCONTRACTS

Contractor shall be responsible for all work performed under this contract and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. Any and all subcontractors used on this work shall be under the direct supervision of the Contractor and shall be considered as his employees.

M. CHANGES

Changes in the areas serviced and/or specifications may be necessary during the term of this contract. Changes in the contract requirements and corresponding changes in

compensation may be implemented upon mutual agreement between the City and the Contractor. These changes will be processed through the City Manager.

N. PAYMENTS

The contract annual total amounts for Landscape services shall include full compensation for providing all labor, material, equipment and incidentals required for the Landscape services as specified in these specifications and no additional compensation will be allowed.

O. INVOICES

The Contractor shall submit a monthly invoice in duplicate to the Inspector at the following address: 1600 W. Beverly Blvd., Montebello, CA 90640. Invoice shall be submitted on standard company forms and shall state:

1. Invoice number
2. Invoice period
3. A brief description of work
4. Total amount requested
5. Contractor's tax identification number
6. Location where services were provided

Payment will be made on approval by the Contract Supervisor subject to routine processing requirements of the City.

P. Work Requirements

- a) Work will be performed between the hours of 7:00 AM and 5:00 PM, Monday through Thursday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Recreation & Community Services, or authorized representative, prior to commencing any work in all cases.
- b) Contractor shall maintain an adequate crew of employees to perform the service required.
- c) Contractor *may* be required to supply a list of equipment owned and available for work.
- d) Unit prices quoted shall include all required safety equipment owned and available for work.
- e) Unit prices for all as-needed additional landscape work shall be for actual time spent on the job site. **No travel time will be paid.**
- f) Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.

- g) All employees of Contractor shall wear a uniform or shirt that clearly identifies the company.
- h) Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job, if requested.
- i) Contractor agrees to require his/her employee to present a neat appearance at all times while engaged in the performance of their duties and maintain good bearing and department towards the public. Should, for any reason, an employee be unsatisfactory in the opinion of the Director or authorized representative, the Contractor, when notified in writing, shall cause the employee to be removed from the project or job and replaced by an employee satisfactory to the Director or authorized representative.
- j) Contractor shall provide, for all projects, a supervisor/foreman with a minimum of five (5) years of experience related to the Landscape industry. The supervisor/foreman shall remain on-site as required.
- k) Contractor shall possess a valid/current Contractor's license. Contractor and all employees shall possess a valid/current California Driver License, including all insurances, as required by the City.
- l) Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this RFP/contract. All vehicles and equipment shall display the name and/or logo of Contractor's company. The name and logo shall be large enough to be easily legible from a distance of fifty (50) feet, during the course of their work.
- m) Contractor shall keep all vehicles and equipment in a neat and clean appearance and maintained in excellent mechanical condition.
- n) Contractor is required to supply storage for equipment and materials that are used in the City. Equipment and material shall not be stored in the public right of way or any other City property without written authorization from the Director or authorized representative.
- o) Contractor shall provide such adequate supervision as to furnish ongoing supervision of workmanship and adherence to schedules by the employees performing the work under the contract. As may be necessary or required by the City, the field supervisor or their representative shall check with the Director or authorized representative as to (1) schedule of work; (2) complaints; and (3) adequacy of performance. Contractor shall submit such reports as the City may require, ensuring compliance with schedule work.
- p) The Contactor shall provide the City at all times throughout the duration of this contract emergency telephone numbers of at least (2) qualified persons who can be called for emergency condition at any time that Contractor's representatives are not immediately available at the job site. An alternate emergency number shall be provided in case no answer is received at the primary number. The emergency number shall be used to contact the representative of the Contractor who can take the necessary action required to alleviate an emergency condition or job related complaint which threatens to cause damage to any City property or compromise the public's safety.
- q) Contractor shall provide the City with one (1) copy of an "Emergency Medical Facility Designation and Procedure Sheet" before a contract is awarded. On this sheet, the successful proposer must designate a twenty-four (24) hour emergency medical facility to provide emergency medical treatment/care in the

event to injury to any of the Contractor's employees. It will be the responsibility of the Contractor's supervisor /lead worker to transport or make arrangements for the transportation of any injured employee to and from the designated emergency medical facility or any similar medical facility.

- r) The Contractor shall verify the location of all utilities prior to repair or maintenance and shall be held liable for all damages incurred due to Contractor's work related operations.
- s) The Contractor must remain within the maintenance areas to the best of their ability. Contractor shall further protect property and facilities adjacent to the maintenance areas and all property and facilities within the maintenance areas. After completion of work, the maintenance area shall be clean and in a presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. In the event improvements of the facilities are damaged, they shall be replaced with new materials equal or better to the original. Contractor shall repair such damage at their expense.
- u) Contractor shall, where applicable, comply with all City regulations regarding National Pollutant Discharge Elimination System (NPDES) Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge anything to the storm drain, creek or adjacent water ways. Contractor shall implement any and all BMP's as may be necessary.
- v) Contractor must take all due precautionary measures to protect all of the existing utilities. When necessary, the Contractor shall have all utilities located by contracting the responsible agency at least 24 hours prior to commencing any work. The Contractor's attention is directed to the one-call utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the locations of their substructures when given at least 48 hours' notice. Such request should be requested through USA @ 811 or 800-227-2600.

III. LANDSCAPE MAINTENANCE SERVICES

SCOPE OF WORK – The City of Montebello, herein after referred to as “City” desires a contractor to provide the following services:

Furnish all labor, tools, materials, appliances, and equipment for landscape maintenance services requested by the City. The maintenance work described in these Specifications shall be performed as a continuous and constant program throughout the contract. Any additional work not described in these specifications shall be performed by the contractor upon written notice from, and at the expense of, the City of Montebello.

Maintenance of all exterior landscaping including, without limitation, lawn areas, planters, banks, flower beds, island median strips, irrigation systems adjacent to buildings and in and around parking lots. Landscape maintenance shall be performed in accordance with highest horticultural standards in order that landscaping remains in first class condition at all times.

DEFINITIONS:

City Monuments

- Any graffiti is to be reported to the City Representative.

Concrete Surfaces

- Concrete surfaces shall be maintained debris free, either mechanically or manually.

Irrigation

- Irrigation maintenance, programming, repairs and the related costs shall be the responsibility of the Contractor. All plant materials are to be properly irrigated, frequency to be determined by plant material requirements and weather conditions. The Contractor shall provide the City Representative the schedule of the irrigation programming. Any irrigation repairs must be reported to the City Representative.

Litter and Debris

- Weekly removal of any litter or debris that becomes evident in the area.
- Clean drains and gutters of any dirt, clippings, etc. as necessary or as requested by the City.
- Contractor will be responsible for the disposal of all trash and debris that accumulates as a result of the work.

Pest and Disease Control

- Vertebrate pest control is the responsibility of the Contractor either by mechanically trapping or the use of chemicals.
- Turf or plant material diseases that may arise are the responsibility of the Contractor to manage.
- All chemical use must have the prior approval of the City Representative.

Plant Material/Planters

- Planters and slopes will be maintained on a weekly basis, soil to be maintained

weed free and shrubs to be properly trimmed. Plant material is to be fertilized three (3) times a year (March, June, and October) with nutrient make-up to be approved prior to each application by the City Representative.

- Ground cover must be kept weed free and properly maintained adjacent to walls, curbs, mow and strips and sidewalks. Ground cover will be maintained at a height between (6) and twelve (12) inches.
- The installation of new plant material will be determined by the City, and to be billed separately.
- Damaged turf, plant material, trees or irrigation that is a result of the improper management or negligence of the Contractor for any reason shall be repaired or replaced at the cost of the Contractor.

Steam Cleaning

- Concrete walkways, benches and gazebos to be steam cleaned monthly.

Tree Trimming

- To remove under branches to permit clearance of approximately eight (8) feet on the sidewalk or pedestrian side of any tree.

Turf Maintenance

- Turf shall be mowed and edged weekly. The turf shall be mowed at a height of 2 ½ inches October thru April and 3 inches May thru September, clippings are to be removed or mulched back into the turf.
- Turf is to be fertilized four (4) times a year with the application to be made in March, June, September, and December. Dates and nutrient make-up to be determined in each month proceeding application by the City Representative.
- Turf is to be maintained free of broadleaf weeds, which may be accomplished either manually or chemically. All chemical applications must be approved by a City Representative.
- Turf is to be aerified and de-thatched at minimum once a year. The date to be determined by the City Representative.
- Turf is to be seeded two (2) times a year. Dates and grass-type to be determined by the City Representative.

Waste Receptacles

- Maintenance of waste receptacles will be the responsibility of the Contractor. Trash bags will be used in the receptacle, with trash to be removed weekly. The lids and outsides of waste receptacles must be wiped down and cleaned during weekly trash removal.

SITE LOCATIONS:

Taylor Ranch Park

Area: Located at 737 North Montebello Blvd. – includes the planters on Lincoln Ave. and Montebello Blvd.

- Irrigation
- Plant Material/Planters
- Concrete Surfaces
- Litter and Debris
- Steam Cleaning

Grant Rea Park/Rea Drive

Area: Located at 600 N. Rea Drive – includes various shrubs and turf areas around the building and walkways. This area is specific to 1) West Side of Rea Drive from Beverly to Lincoln (quarterly weed abatement maintenance) and 2) South of Beverly Blvd around Billboard sign.

- Irrigation
- Plant Material/Planters
- Turf Maintenance
- Litter and Debris

Roosevelt Ave. Riverbed Access and Rest Stop

Area: Located east of the intersection of Roosevelt Ave. and Bluff Road – this riverbed access includes various shrubs and turf areas along the path down to the rest stop area.

- Irrigation
- Plant Material/Planters
- Turf Maintenance
- Concrete Surfaces
- Litter and Debris
- Steam Cleaning
- Waste Receptacles

Grant Rea Park Riverbed Access and Rest Stop

Area: Located at the northeast end of the park at the end of the service road – this riverbed access includes various shrubs and plant materials. This area also includes a gazebo and picnic benches that require steam cleaning.

- Irrigation
- Plant Material/Planters
- Turf Maintenance
- Concrete Surfaces
- Steam Cleaning
- Litter and Debris
- Waste Receptacles
- Tree Trimming

Grant Rea Park Riverbed Access at Rea Dr.

Area: Located at the southeast corner of Rea Dr. and Beverly Blvd. – this riverbed access includes various shrubs and plant materials. The area also includes a hillside with plan material on both sides of the Beverly Blvd. bridge and covers both sides of the pathway.

- Irrigation
- Plant Material/Planters
- Turf Maintenance
- Concrete Surfaces
- Litter and Debris
- Steam Cleaning
- Waste Receptacles

City Hall/Police Department and Library Complex – 1600 W. Beverly Blvd.

Area: this area includes all planters, medians, turf and trees within the 1600 W. Beverly Blvd. complex. This area also includes parking lot clean up on the east and west sides of the City Hall building and the Police Department's staff parking lot and Detective Lots.

The planters on Victoria Ave. adjacent to the Police Department building and in front of the Acuna Park Facility are also included. Steam cleaning is required for entrances to City Hall and gazebo area near east wing entrance.

- Irrigation
- Plant Material/Planters
- Turf Maintenance
- Concrete Surfaces
- Steam Cleaning
- Waste Receptacles
- Litter and Debris
- Pest and Disease Control
- Tree Trimming

Acuna Park and Ashiya Park Shrub Trimming

Area: Acuna Park and Ashiya Park trimming, this is periodic shrub trimming at Acuna Park located at 1700 W. Victoria Avenue, Ashiya Park is located at 2700 W. Beverly Boulevard.

- On a semi-annual (2x a year) basis, box trim the perimeter shrubs on the west side of Acuna Park not to exceed eight (8) feet in height.
- On a semi-annual (2x a year) basis, box trim the perimeter shrubs on the west side and east side of Ashiya Park not to exceed eight (8) feet in height.
- Dates of trimming to be agreed upon by the Contractor and City Representative, with inspection upon completion of work.
- Contractor will be responsible for the removal of all trash or debris accumulated as a result of the work.
- Plant Material/Planters

Beverly Boulevard

Area: Beverly Boulevard, there are twenty five (25) medians, two (2) landscape bus shelters (one located at Beverly Boulevard and West Via Acosta west of Garfield Avenue and the other located at Beverly Boulevard and West Via Acosta east of Garfield Avenue), and an entrance sign located at Bradshawe.

- Irrigation
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters
- Tree Trimming
- Turf Maintenance

Beverly Boulevard Entrance Signs

Area: City entrance signs, these are located on two (2) parcels on the north east and south west corners of Beverly Boulevard and Rea Drive.

- City Monument
- Irrigation
- Pest and Disease Control
- Plant Material/Planters
- Litter and Debris
- Tree Trimming
- Turf Maintenance

Bluff Road Monument

Area: 900 Bluff Road (Bluff Road and Washington Boulevard) approximately 1400 sq. ft. of turf and irrigation to be maintained. Approximately 1050 sq. ft. of concrete around monument to be maintained.

- Concrete Surfaces
- Irrigation
- Tree Trimming
- Litter and Debris
- Turf Maintenance

Bluff Road – Rio Hondo Channel Shoulder

Area: Bluff Road (north of Mines Avenue to Sycamore Street) to be maintained.

- Litter and Debris
- Weed Abatement

Corporate Yard

Area: Corporate Yard, this location includes the front of the City corporate yard facility at 311 S. Greenwood, the turf area behind the facility on Taylor Avenue.

- Concrete Surfaces
- Irrigation
- Pest and Disease Control
- Plant Material/Planters
- Litter and Debris
- Tree Trimming
- Turf Maintenance

Former Costco Site Slope

Area: Costco, 1345 Montebello Boulevard. Slope area located on the South side of the property nearest Montebello Boulevard.

- Area to be serviced a minimum of once a week so as to keep the area weed free and plant material properly maintained.
- Trees, shrubbery and ground cover shall be pruned, trimmed and shaped in season and as needed to benefit the effect and growth of the plant material.
- All ground cover shall be properly edged adjacent to walks and curbs.
- Slopes are to be fertilized two (2) times a year with the fertilizer nutrient make-up to be approved by the City prior to each application. Application to be made in

March and September, dates to be determined in each month proceeding application by City Representative.

- The slope area is to be maintained as weed-free either manually, mechanically or by the use of chemicals. All chemical use must have prior approval by the City Representative.
- Any plant material lost as a result of the improper management of the Contractor for any reason shall be replaced with comparable plant material at the cost of the Contractor.
- Repairs to the slope as a result of erosion are the responsibility of the Contractor.
- Vertebrate pest control is the responsibility of the Contractor either by mechanically trapping or by the use of chemicals. All chemical use must have prior approval by the City Representative.
- Irrigation

Fire Stations (3)

Area: Fire Department Stations, there are three (3) locations - 600 N. Montebello Boulevard (headquarters), 1166 S. Greenwood Avenue (Station #2), and 2950 Via Acosta (Station #3).

- Concrete Surfaces
- Irrigation
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters
- Tree Trimming
- Turf Maintenance

Garfield Parkway

Area: Garfield Parkway, this is a turf parkway extending .5 miles along the outside perimeter of the City golf course between Via San Clemente and Via San Delarrio on the west side of the street. Area includes a landscaped area with an entrance sign on the east side of the street at Via Paseo. Area also includes landscape pocket at the corner of Via Acosta and Garfield Avenue.

- City Monument
- Concrete Surfaces
- Irrigation
- Pest and Disease Control
- Plant Material/Planters
- Litter and Debris
- Tree Trimming
- Turf Maintenance

Greenwood Slope and Entrance Signs

Area: Greenwood Underpass, this is a slope area of approximately .4 acres adjacent to the Greenwood Avenue underpass beneath the railroad right of way between Elm Street and Union Street, (east and west slope) a center median strip with planters and two (2) landscaped entrance sign areas; one at the corner of Union Street, and the other at Telegraph Road.

- City Monument
- Concrete Surfaces
- Irrigation
- Litter and Debris

- Pest and Disease Control
- Plant Material/Planters
- Tree Trimming
- Turf Maintenance

Montebello Boulevard

Area: Montebello Boulevard medians located south of Beverly Boulevard, north and south of Madison Street. Two (2) trash receptacles (one located on Montebello Boulevard at Whittier Boulevard and the other near the MUSD office.)

- Concrete Surfaces
- Irrigation
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters
- Tree Trimming
- Turf Maintenance
- Waste Receptacle

Montebello Reservoir

Area: This slope is approximately 1 acre on Montebello Boulevard between Liberty Avenue and Paramount Boulevard.

- Irrigation
- Pest and Disease Control
- Plant Material/Planters
- Litter and Debris
- Tree Trimming

Montebello Way and Greenwood Avenue

Area: Landscaped median area.

- Irrigation
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters
- Turf Maintenance
-

Natasha Lane Landscape

Area: Landscape area in the frontage of the residential development (along Whittier Blvd), also turf in rear of development, as well as, trees and various plant materials.

- Irrigation
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters
- Tree Trimming

- Turf Maintenance

Northside Drive and Southside Drive

Area: Northside and Southside medians. **Northside Drive:** located North of Olympic Boulevard to Concourse Avenue and Kensington to Allston Street. A strip at Whittier Boulevard/ Allston Street 17,400 sq. ft. **Southside Drive:** South of Olympic Boulevard to Concourse Avenue 22,500 sq. ft.

- Irrigation
- Litter and Debris
- Pest and Disease Control
- Tree Trimming
- Turf Maintenance

Paramount Boulevard Median

Area: Paramount Boulevard, there is one (1) median stretch extending approximately .2 miles on Paramount Boulevard between Neil Armstrong and Arroyo Street including an entrance sign at Arroyo Street corner.

- City Monument
- Concrete Surfaces
- Irrigation
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters
- Turf Maintenance
- Tree Trimming

San Gabriel Boulevard and Plaza Drive

Area: Landscaped area located on the west side of the intersection.

- Irrigation
- Litter and Debris
- Pest and Disease Control
- Turf Maintenance

San Gabriel Boulevard Monument

Area: San Gabriel Monument, this landscaped area is located at the corner of San Gabriel Boulevard and Lincoln Avenue.

- Concrete Surfaces
- Irrigation
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters
- Turf Maintenance
- Tree Trimming

Sycamore Avenue

Area: This area is a ½ mile stretch located between Greenwood Avenue and Bluff Road.

- Irrigation
- Pest and Disease Control

- Plant Material/Planters
- Litter and Debris
- Tree Trimming

Telegraph Rd next to I-5 FWY

Area: Telegraph Road next to I-5 Freeway, from Church Road to I-5 Freeway off-ramp at Slauson Avenue exit (north of Gage Road).

- Litter and Debris
- Weed Abatement

Vail Avenue

Area: Small shrubs and landscape along fence line of slope located near the corner of Vail Avenue and Via Campo. (see attached aerial for clarification)

- Irrigation
- Pest and Disease Control
- Plant Material/Planters
- Litter and Debris

Washington Boulevard

Area: Washington Boulevard includes medians from Greenwood Avenue intersection to West City Limits and includes landscaped City monument median.

- City Monument
- Concrete Surfaces
- Irrigation
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters

Whittier Boulevard /Public Parking Lots

Area: Whittier Boulevard. There are fifteen (15) median sites on Whittier Boulevard between Garfield Avenue and Greenwood Avenue and two (2) entrance signs at the corner of Via San Clemente/ Whittier Boulevard and Whittier Boulevard north of Poplar Avenue. There are thirty-five (35) free standing trash receptacles along Whittier Boulevard. Trash receptacles located next to bus shelters are not included. Three (3) City parking lots (Newmark Mall: North of Whittier Boulevard between Montebello Boulevard and 6th Street; South parking lots: south of Whittier Boulevard between Montebello Boulevard and 7th Street and north of Whittier Boulevard between 10th Street and Spruce Avenue.) There are two trash receptacles (one located behind Wells Fargo and the other located behind Salvatores restaurant.

- City Monuments
- Concrete Surfaces
- Irrigation
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters
- Steam Cleaning
- Turf Maintenance
- Tree Trimming
- Waste Receptacles

IV. CONTRACT DOCUMENTS

A. PROJECT BID SHEETS

The Contractor shall complete this Project Bid Sheet for use only by City for comparison of bids and compensation to the Contractor for this project. The Bidder shall make their own estimate from information included in this contract and from field inspections. The proposed prices shall be valid for the initial three (3) year life of the contract, and no adjustments will be requested by the contractor. The bid shall consist of two separate components:

- 1.1 **Monthly/Quarterly Landscape Maintenance Service**, which is described in this RFP, will be bid at an annual total amount, from July 1st to June 30th. On the table on page 24, please list the monthly rate per area.
- 1.2 **As-needed Landscape Services**. Special Provisions, Scope of Work, As-Needed Repairs or Services, is part of the bid and will be bid separately at a fixed rate to be billed at that rate each separate time the service is used. Please fill out the fixed hourly rate for each type of as-needed service on the table on page 25.

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Location	Year 1	Year 2	Year 3
Taylor Ranch Park			
Grant Rea Park/Rea Dr.			
Roosevelt Ave. Riverbed Access and Rest Stop			
Grant Rea Riverbed Access and Rest Stop			
Grant Rea Riverbed Access at Rea Dr.			
City Hall/Police Department/Library Complex			
Acuna Park and Ashiya Park Shrubs			
Beverly Boulevard Medians and Entrance Signs			
Bluff Road Monument			
Bluff Road Rio Hondo Channel Shoulder			
Corporate Yard			
1345 Montebello Blvd.			
Fire Stations (3)			
Garfield Parkway			
Greenwood Slope and Entrance Signs			
Montebello Boulevard Medians			
Montebello Reservoir			
Montebello Way and Greenwood Ave.			
Natasha Lane Landscape			
Northside and Southside Dr.			
Paramount Blvd. Median			
San Gabriel Blvd. and Plaza Dr.			
San Gabriel Blvd. Monument			
Sycamore Ave.			
Telegraph Road next to I-5 Freeway			
Vail Avenue			
Washington Blvd. Medians			
Whittier Blvd. Medians and Entrance Signs			
Whittier Blvd. Trash and Parking Lots			

TOTAL: _____

**CITY OF MONTEBELLO
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As-needed Landscape Services

Service Type	Fixed Hourly Rate
Mowing	
Edging	
Irrigation Repair	
Steam Pressure Washing	
General Landscape Labor: Mulch, planting, etc.	
Pesticide/Herbicide Application	

The following City Owned Properties are currently or may be in escrow and services will be needed until the properties are sold. Each property will require weed control, litter and debris, irrigation, turf maintenance and tree trimming services unless otherwise noted below.

City Owned Properties	Bi-Weekly Rate
1) 701 W. Whittier Blvd (restaurant pad with patio and planters)	
2) 121 S. 7 th Street (residential)	
3) 125 S. 7 th Street (residential)	
4) 112-114 S. 6 th Street (dirt lot) - no irrigation or tree	
5) 121 S. 6 th Street (dirt lot) – no irrigation or tree	
6) 124 S. 6 th Street (retail- dirt lot) no irrigation or tree	
7) 132 S. 6 th Street (residential)	

For this quotation to be valid, this sheet must be signed.

Company Name	Representative's Name
Signature	Date

B. INFORMATION REQUIRED OF CONTRACTOR

NAME OF CONTRACTOR: _____

Type of Firm: Individual _____

Partnership _____

Corporation _____

ADDRESS: _____

CONTRACTORS STATE LICENSE NO. _____

C-27 LICENSE NO. _____

NAMES AND TITLES OF ALL OFFICERS OF THE FIRM:

NO. OF YEAR AS A CONTRACTOR IN LANDSCAPE MAINTENANCE WORK OF
THIS TYPE: _____

FIVE CONTRACTS OF THIS SIZE AND TYPE CURRENTLY OR RECENTLY PERFORMED.

DATE	CONTRACT AMOUNT	TYPE OF PROJECT	CONTACT INFORMATION

NOTE: If requested by the City, the contractor shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of current financial conditions.

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C. Questionnaire

1. PERFORMANCE

- a. Have you ever lost a contract due to inadequate performance? If yes, please explain.

2. EQUIPMENT

- a. List the types of equipment to be utilized by the contractor.

3. UNIFORMS

- a. What color are the shirts of employees that would be assigned to this contract?
- b. What color are the pants?
- c. Provide picture of shirt/uniform with company name and/or logo.

4. SUPPORT FACILITIES

- a. Give the address of the facility from which work crews will be assigned.
- b. Give address of main office, if different from #1 above.
- c. What facilities and procedures do you have for equipment maintenance and repair?
- d. What is your telephone number and e-mail address?
- e. What telephone number is available for emergency response?

5. PERSONNEL

- a. List total number of employees to be assigned to this contract.

- b. Who will be the field supervisor?
- c. What is his/her background and education?
- d. What Landscape training classes have personnel attended?
- e. Who is responsible for training personnel?

6. PRIOR EXPERIENCE

- a. List all work now under contract, with names and phone numbers for further checking.

**CITY OF MONTEBELLO
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8. TERMS AND CONDITIONS

I have seen the project area described in the City of Montebello specifications for Citywide Landscape Maintenance services.

Yes _____ No _____

PRINT NAME: _____

SIGNATURE: _____

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

DATE: _____

V. REQUIRED INFORMATION AND FORMAT OF PROPOSALS

In order to be considered for selection, respondent individuals or firms shall submit a proposal that addresses each of the following criteria, and shall also provide resumes and evidence of qualifications to provide the services listed in this RFP. All proposals must either be 1) on paper, mailed or delivered to the City of Montebello OR 2) Electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>. All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above.

1. Letter of Introduction

- a. Provide a letter of introduction signed by a Principal or Senior Officer of the company.
- b. If submitting as a team, note which team is the prime consultant or lead joint venture partner, if applicable.
- c. Include the name, title and resume of the person who will be the lead/project manager and the name(s) and title(s) and resumes for the individuals that will supervise Landscape maintenance services.

2. Firm Information and Qualifications

- a. Number of years firm has been in business
- b. List the company experience in providing similar services, including a chart that indicates name, personnel qualifications, state registrations and/or certifications relevant to the type of Landscape services proposed to be provided.
- c. Identify any contractors/sub-contractors that you would expect to use, noting relevant disciplines. Include resumes and information regarding that firm(s) qualifications.
- d. Utilize and attach the Contractor Information sheet (Page 26).

3. References

- a. Provide a list of at least 5 current references. Include name of individual or organization, job title, email address, mailing address, telephone number(s). Identify the type of services provided to each individual/organization, the location where the services were provided, and the dates of service.

4. Firm's name or Team's Capabilities and Abilities; Review Times.

- a. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the City of Montebello addressing scope of work identified above.

5. Contract Documents

- a. Utilize the attached Project Bid Sheet (Page 24 and 125 to provide a proposed schedule of total fees for the components of the scope for which you are submitting.
 - b. Fill out the Questionnaire found on page 27 and 28. Contractor may utilize a separate sheet of paper for this section as needed.
 - c. Contractor must fill out the attached the attached Terms and Conditions (Page 29).
6. **Customer Service** - Describe how your firm provides for responsiveness to phone calls or email from City staff; and discuss your anticipated relationship with the City of Montebello and your organization.
 7. **Standard Professional Services Agreement** - Include a statement regarding whether the City's standard professional services agreement is acceptable as is or whether any modification would be proposed.
 8. List any lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five (5) years. Briefly state the nature of the action and the outcome.

EVALUATION PROCESS AND SELECTION CRITERIA

Evaluation of the proposals will be based upon a competitive selection process. Selection may not, however, be limited to price alone. The City's primary objective is to retain a consultant so that the City is best positioned to provide timely and professional Landscape services in a qualified, efficient, and cost-effective manner. City staff and evaluators will review all statements of proposals received timely. The candidate will be evaluated on the following criteria:

1. Experience in providing the same or similar services -20%
2. Projected Annual Cost on a Monthly Rate not to Exceed basis, to perform the required services as stated in the Scope of Work – 40%
3. References – 20%
4. Responsiveness to Scope of Work- 20%

The Contractor must satisfy the City of its ability to perform the services required. Contractor must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner, which addresses the stated evaluation criteria. Contractor shall be responsible for the accuracy of information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects, or litigation by the Contractor on previous contracts to be grounds for disqualification.

The City reserves the right to reject any or all Proposals, amend the RFP, and to discontinue or re-open the process at any time. The City reserves the right to request and obtain, from one or more contractors, supplementary information as may be

necessary for the City to analyze the proposal pursuant to contract selection criteria. Upon completion of the evaluation phase, the City will select those contractors for interviews whose proposals and qualifications most closely conform to the requirements of this RFP, if required. The contractor, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. The City may choose to interview one or more firms responding to this RFP, and may enter into more than one contract with multiple individuals or firms, if City determines that is the best way to address the full range of services needed under this RFP.

Questions during the solicitation period are preferably received by email, and may be addressed to:

Attn: David Sosnowski
Director of Recreation & Community Services
dsosnowski@cityofmontebello.com
1600 W. Beverly Blvd.
Montebello, CA 90640
(323) 887-4540

CONTRACT WITH THE CITY AND ANTICIPATED TIMING FOR BEGINNING SERVICES

The selected contractor will be required to enter into an Agreement with the City. The Agreement will include the final scope of work that is negotiated with the contractor. The City Manager is the authorizing entity to issue contracts with the Montebello City Council approval, and the contract will not take effect until it is approved by the City Council and fully executed by Contractor and City.

During the term of the contract, the Contractor will be required to keep informed of applicable local, State and Federal laws and regulations, including, but not limited, to those pertaining to conflict of interest, which in any manner affect those employed by Contractor or in any way affect the performance of the landscape maintenance services.

The City's standard professional services agreement is attached, including insurance requirements. As part of your proposal, please indicate whether the standard agreement is acceptable or whether you would like to propose modifications to the standard agreement.

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
RFP 19-1**

SITE PICTURES



Acuna Park
1700 West Victoria Ave.



Ashiya Park
2700 W. Beverly Blvd.



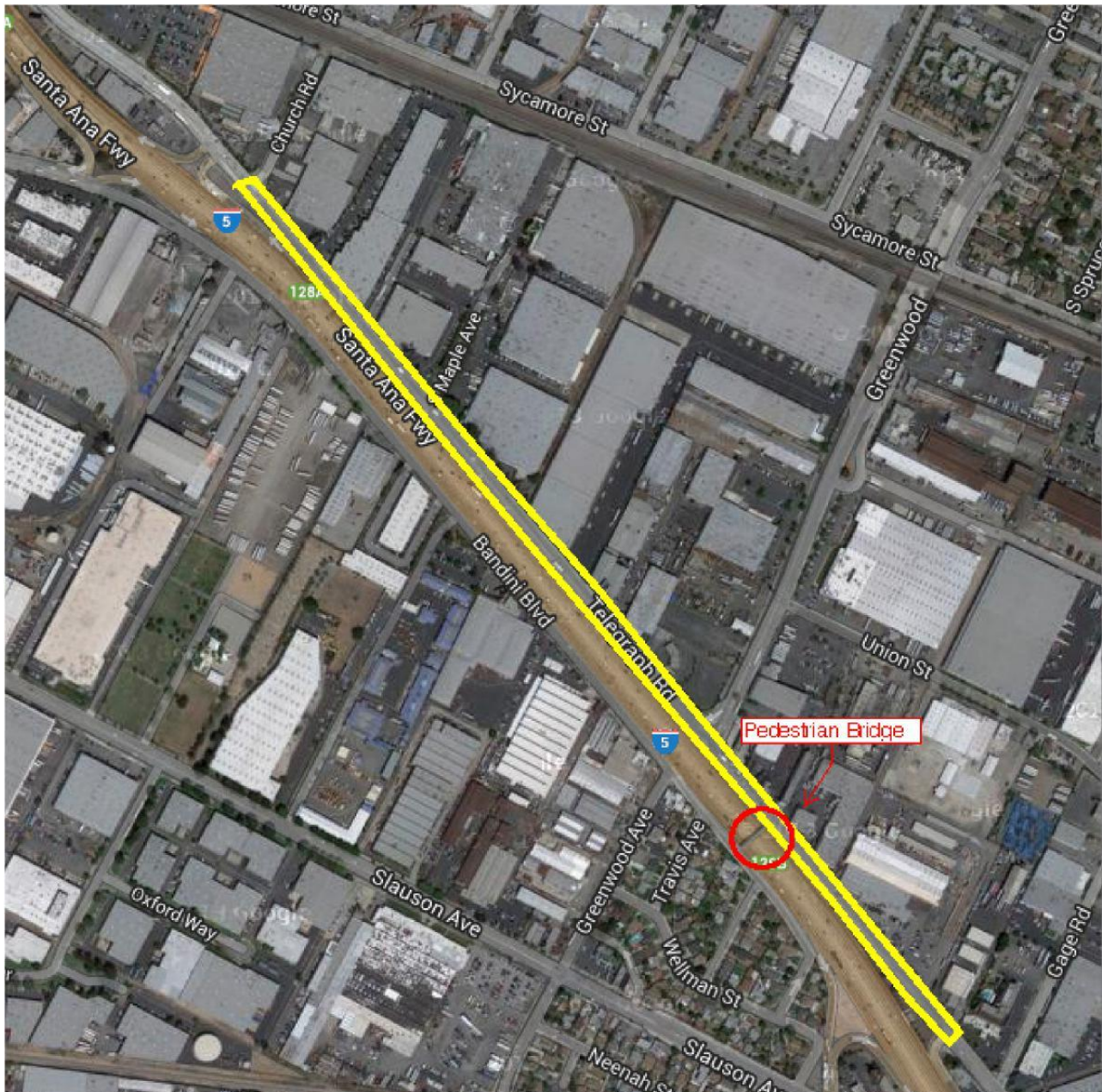
Corporate Yard

This is the front of the City corporate yard facility at 311 S. Greenwood, the turf area behind the facility on Taylor Avenue.



Montebello Reservoir

This slope is approximately 1 acre on Montebello Boulevard and Via Campo.
(Between Liberty Avenue and Paramount Boulevard)



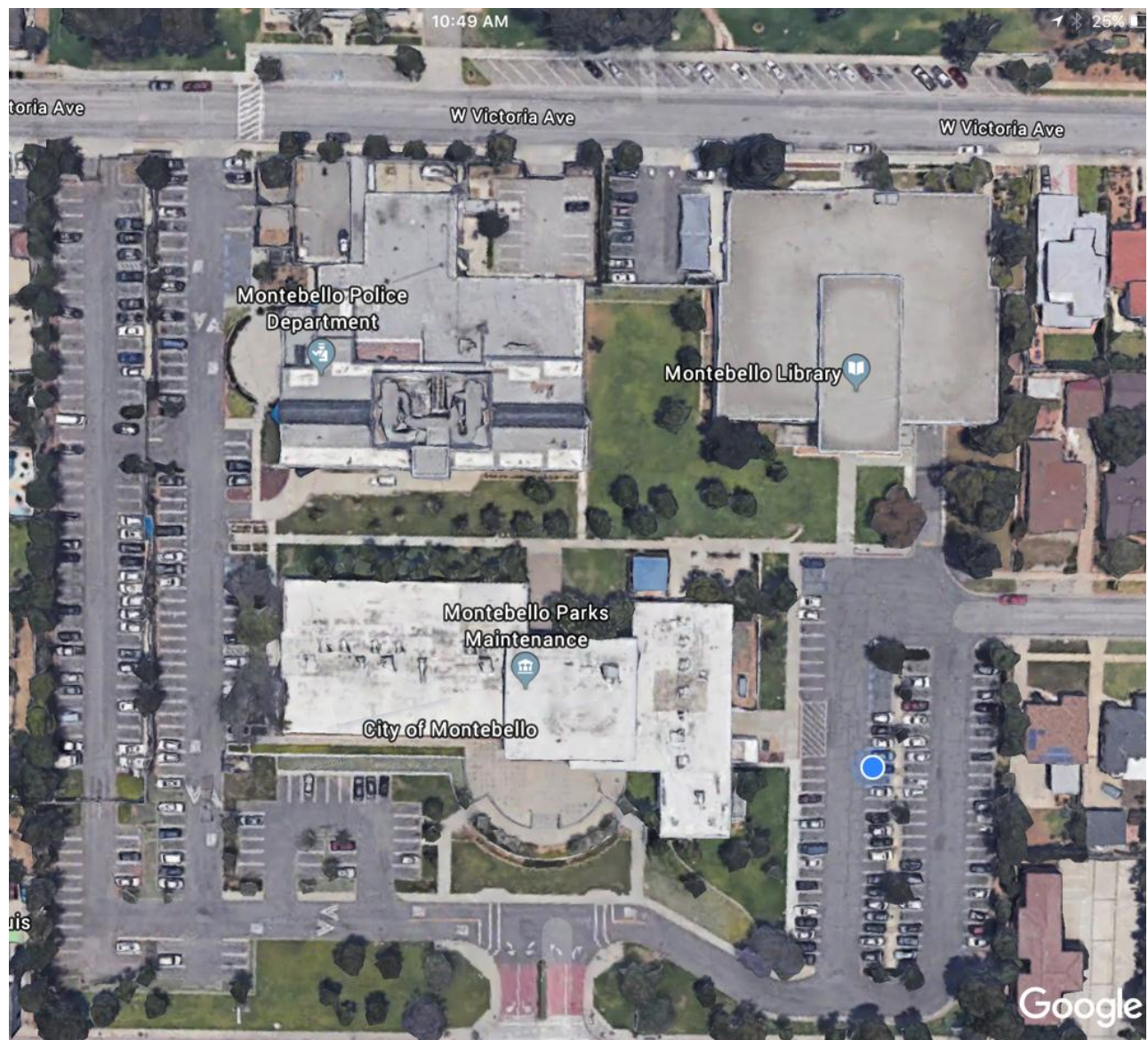
Telegraph Road next to I-5 Fwy

From Church Road to I-5 freeway off-ramp at Slauson Ave. exit (north of Gage Road).



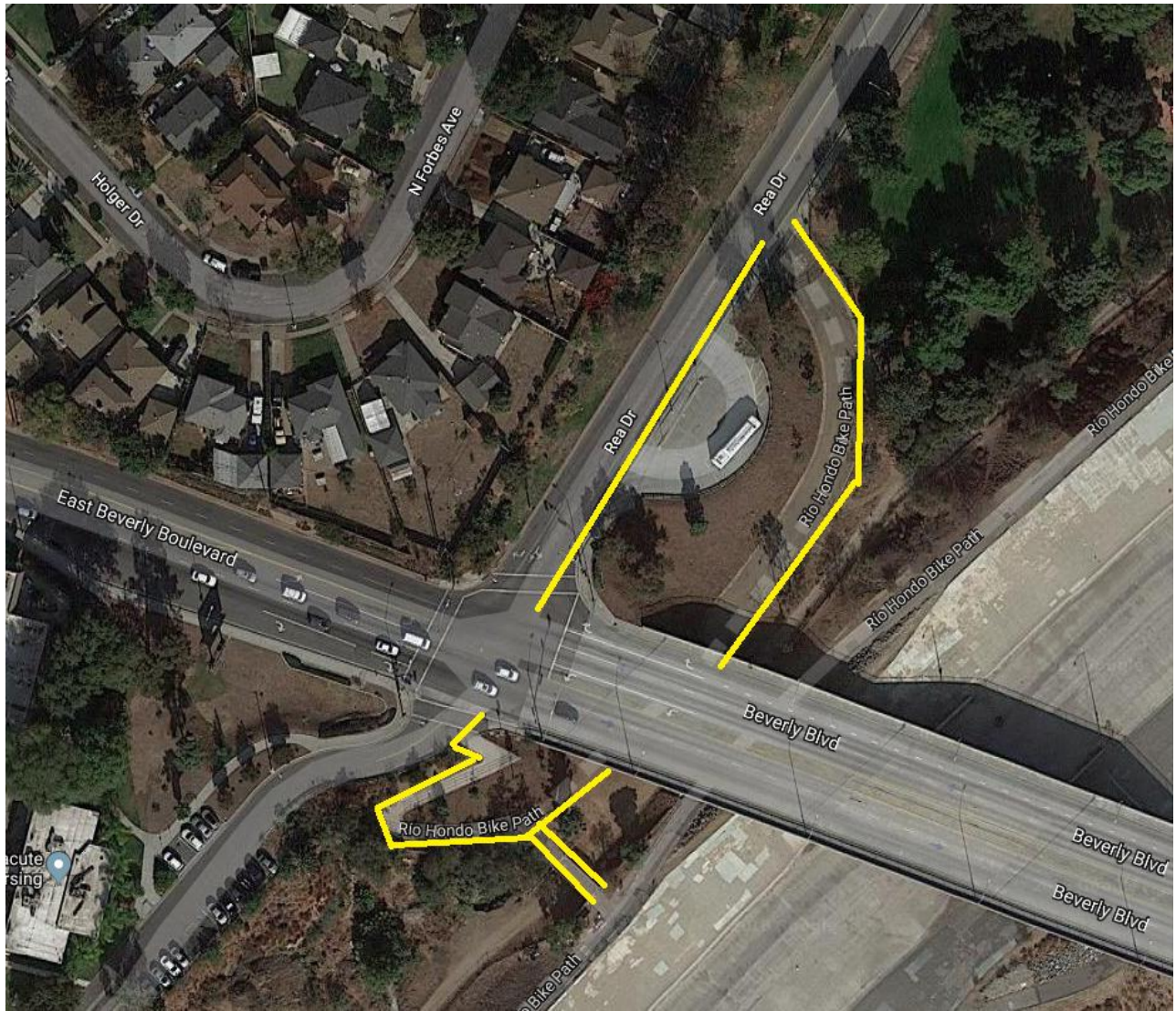
Vail Ave.

Small shrubs and landscape along fence line of slope located near the corner of Vail Avenue and Via Campo.



City Hall/Police Department and Library Complex – 1600 W. Beverly Blvd.

This area includes all planters, medians, turf and trees within the 1600 W. Beverly Blvd. complex. This area also includes parking lot clean up on the east and west sides of the City Hall building and the Police Department's staff parking lot and Detective Lots. The planters on Victoria Ave. adjacent to the Police Department building and in front of the Acuna Park Facility are also included.



Grant Rea Park Riverbed Access at Rea Dr.

Area: Located at the southeast corner of Rea Dr. and Beverly Blvd. – this riverbed access includes various shrubs and plant materials. The area also includes a hillside with plan material on both sides of the Beverly Blvd. bridge and covers both sides of the pathway



Roosevelt Ave. Riverbed Access and Rest Stop

Located east of the intersection of Roosevelt Ave. and Bluff Road – this riverbed access includes various shrubs and turf areas along the path down to the rest stop area.



Grant Rea Park Riverbed Access and Rest Stop

Located at the northeast end of the park at the end of the service road – this riverbed access includes various shrubs and plant materials. This area also includes a gazebo and picnic benches that require steam cleaning.

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
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BOND REQUIREMENTS

Note: The standard printed bid bond form of any bonding company acceptable to the City of Montebello may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Montebello are not in any way reduced by use of the surety company's printed standard form.

**PROPOSAL GUARANTEE
BID BOND

FOR

REQUEST FOR PROPOSALS
(NO. 19-1)
CITYWIDE LANDSCAPE MAINTENANCE

IN THE CITY OF MONTEBELLO**

KNOW ALL MEN BY THESE PRESENTS that _____
_____, as BIDDER, and _____
_____, as SURETY, are held and firmly bound
unto the City of Montebello, as AGENCY, in the penal sum of
_____ Dollars(\$_____
_____), which is ten percent (10%) of the total amount bid by BIDDER to AGENCY for the
above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound,
jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to AGENCY 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 AGENCY.

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

BIDDER* _____

SURETY* _____

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

NOTARY PUBLIC _____

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

**PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

FOR

**REQUEST FOR PROPOSALS
(NO. 19-1)
CITYWIDE LANDSCAPE MAINTENANCE**

IN THE CITY OF MONTEBELLO

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Montebello, or cash in the amount of _____

_____ Dollars
(\$_____). 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 Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder

FAITHFUL PERFORMANCE BOND
FOR
REQUEST FOR PROPOSALS
(NO. 19-1)
CITYWIDE LANDSCAPE MAINTENANCE

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as CONTRACTOR and
_____, as SURETY, are held and
firmly bound unto the City of Montebello, as AGENCY, in the penal sum of _____
_____ Dollars (\$_____), which is one-
hundred percent (100%) of the total contract amount for the above stated project, for the payment
of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by
these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has
been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the
above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the
contract documents in the manner and time specified therein, then this obligation shall be null and
void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any
alterations in the obligations or time for completion made pursuant to the terms of the contract
documents shall not in any way release either CONTRACTOR or SURETY, and notice of such
alterations is hereby waived by SURETY.

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

CONTRACTOR* _____

SURETY* _____

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

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name,
title, address and telephone number of authorized representative.

EXHIBIT "B"

SAMPLE PROFESSIONAL AGREEMENT

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN
CITY OF MONTEBELLO
AND

THIS AGREEMENT ("Agreement") is made and entered into on _____, **2018**, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and _____. (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Landscape Maintenance and Services at various city-owned properties in the CITY; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for Citywide Landscape Maintenance (August 3, 2018) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary for a turnkey design-build project as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

- a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.
- b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager.

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by CONTRACTOR and shall be the CITY agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by CONTRACTOR during the term of this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 10. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees or agents shall

have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 13. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its

elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR'S performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the City. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance 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.

The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR'S employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against the CITY.

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR'S liability or as fall performance of CONTRACTOR'S duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction or interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

Danilo Batson, Assistant City Manager / Director of Public Works
Public Works Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dbatson@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO

CONTRACTOR

Andrew G. Pasmant
Acting City Manager

Name
Title of Representative

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew Pasmant, Acting City Manager

BY: Robert Mescher, Finance Administrator

SUBJECT: City Warrants Authorized Signatures

DATE: September 26, 2018

RECOMMENDATION

Approve and adopt the attached Resolution related to authorized signatories for City Warrants, Checks, and Bank Accounts.

BACKGROUND

The former Mayor, Vanessa Delgado submitted a letter of resignation effective August 13, 2018, to take the position as the State Senator for District 32. In order to remove the signing authority of this individual, a resolution is needed. The officials serving in these signatory positions regularly sign warrants, checks, and bank account authorizations on the City's behalf, and an updated resolution identifying these appointed officials for this purpose is recommended.

ANALYSIS

In order to reflect this change, the revised resolution is recommended.

FISCAL IMPACTS

There is no impact to the City's General Funds associated with these actions.

SUMMARY

The City Council will consider updating the City's resolution related to authorized signatories on City Warrants, Checks, and Bank Accounts.

ATTACHMENTS

Attachment "A" - Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTEBELLO, CALIFORNIA, RELATING
TO AUTHORIZED SIGNATORIES ON CITY
WARRANTS, CHECKS, AND BANK ACCOUNTS**

**THE CITY COUNCIL OF THE CITY OF MONTEBELLO,
CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. That all warrants upon the City Treasury shall be signed via electronic signature by **Jack Hadjinian** as Mayor Pro Tempore, by **Andrew Pasmant** as Acting City Manager, or by **Danilo Batson** as Assistant City Manager, and shall be accepted by the signature of **Ashod Mooradian** as City Treasurer.

SECTION 2. That checks upon the following funds/accounts shall be signed via electronic signature by **Jack Hadjinian** as Mayor Pro Tempore; by **Andrew Pasmant** as Acting City Manager, or by **Danilo Batson** as Assistant City Manager, and shall be accepted by the signature of **Ashod Mooradian** as City Treasurer: Payroll, Trust and Agency, Health Account, Retirement Account, Workers Compensation Account, Liability Account, Successor Agency, Housing Successor, Recreation Revenue and all other City and Agency Operational and Investment Accounts.

SECTION 3. That liability checks requiring two (2) authorized signatories shall be executed by **Jack Hadjinian** as Mayor Pro Tempore, or **Ashod Mooradian** as City Treasurer, or **Andrew Pasmant**, as Acting City Manager or **Danilo Batson** as Assistant City Manager.

SECTION 4. That workers compensation checks requiring two (2) authorized signatories shall be executed by **Jack Hadjinian** as Mayor Pro Tempore, or **Ashod Mooradian** as City Treasurer, or **Andrew Pasmant** as Acting City Manager, or **Danilo Batson** as Assistant City Manager.

SECTION 5. That Resolution No. 18-85 is hereby repealed and rescinded.

SECTION 6. That the City Clerk shall certify to the adoption of this resolution and shall forward a certified copy hereof to the City's banking and financial institutions.

APPROVED AND ADOPTED THIS 26TH DAY OF SEPTEMBER, 2018.

Jack Hadjinian, Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTEBELLO ESTABLISHING HOLIDAYS
FOR EMPLOYEES IN THE CITY'S SERVICE FOR
CALENDAR YEAR COMMENCING JANUARY 1, 2019
AND ENDING DECEMBER 31, 2019**

**THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES RESOLVE
AS FOLLOWS:**

SECTION 1. That the City Council of the City of Montebello having previously studied and deliberated upon the holidays to be observed by the City of Montebello has determined that the following dates shall be observed holidays for the calendar year commencing January 1, 2019, and ending December 31, 2019, in accordance with Section 2.60.340(A) of the Montebello Municipal Code:

DATE	HOLIDAY
January 1	New Year's Day
January 21	Martin Luther King Jr. Day
February 18	Washington's Birthday
May 27	Memorial Day
July 4	Independence Day
September 2	Labor Day
October 14	Columbus Day
November 11	Veterans' Day
November 28	Thanksgiving Day
November 29	Day After Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day

SECTION 2. That the City Council of the City of Montebello, having been advised that the total number of State of California holidays for 2019 is eleven (11), has determined to grant a total of eleven (11) days of holiday time to those employees on the traditional vacation, sick, and holiday system, in accordance with Section 2.60.340(C) of the Montebello Municipal Code.

SECTION 3. That the City Clerk shall certify to the adoption of this resolution and distribute copies to all department heads, and that the same shall be in full force and effect.

ADOPTED and APPROVED this 26th day of September 2018.

Jack Hadjinian, Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

September 26, 2018

TO: Honorable Mayor and City Council
FROM: William Quan, Controller
SUBJECT: Monthly Investment Reports-August 2018

Attached are the Monthly Investment Reports listing investments for the City and the Successor Agency as of August 31, 2018. This report is in compliance with the City's Investment policy. Government Code Section 53646b(3) requires that the City Treasurer or Chief Fiscal Officer of the City report to its legislative body the City's ability to meet its expenditure requirements for the next six months. We estimate that the City will have sufficient liquidity and revenue to meet its expenditure requirements during the next six months.

wbq
Att:

ref:invest.doc

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
August 31, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	250,000.00	250,000.00	250,000.00	0.93	365	257	1.973	2.000
Certificates of Deposit - CU	762,964.90	762,964.90	762,964.90	2.84	365	259	2.159	2.189
Local Agency Investment Funds	21,224,675.25	21,224,675.25	21,224,675.25	78.89	1	1	1.992	2.020
Savings Accounts	4,666,736.86	4,666,736.86	4,666,736.86	17.35	1	1	1.995	2.023
	26,904,377.01	26,904,377.01	26,904,377.01	100.00%	15	11	1.997	2.025
Investments								

Total Earnings	August 31 Month Ending	Fiscal Year To Date
Current Year	48,038.52	102,255.31
Average Daily Balance	28,568,893.14	31,033,464.99
Effective Rate of Return	1.98%	1.94%

11

Reporting period 08/01/2018-08/31/2018

Run Date: 09/11/2018 - 07:24

Portfolio GEN
CP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.6.1

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
August 31, 2018

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
22	22	EAST WEST BANK		05/16/2018	250,000.00	250,000.00	250,000.00	2.000		2.000	257	05/16/2019
		Subtotal and Average	250,000.00		250,000.00	250,000.00	250,000.00			2.000	257	
Certificates of Deposit - CU												
21	21	F&A FEDERAL CREDIT UNION		04/27/2018	263,964.90	263,964.90	263,964.90	2.100		2.100	238	04/27/2019
23	23	UNITED FEDERAL CREDIT UNION		07/25/2018	250,000.00	250,000.00	250,000.00	2.450		2.450	327	07/25/2019
20	20	ST. VINCENT'S MEDICAL FCU		04/02/2018	249,000.00	249,000.00	249,000.00	2.020		2.020	213	04/02/2019
		Subtotal and Average	762,964.90		762,964.90	762,964.90	762,964.90			2.189	259	
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA			21,224,675.25	21,224,675.25	21,224,675.25	2.020		2.020	1	
		Subtotal and Average	22,889,191.38		21,224,675.25	21,224,675.25	21,224,675.25			2.020	1	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION			5.38	5.38	5.38	0.500		0.500	1	
950516181	600	PACIFIC PREMIER/PLAZA BANK			4,666,731.48	4,666,731.48	4,666,731.48	2.023		2.023	1	
		Subtotal and Average	4,666,736.86		4,666,736.86	4,666,736.86	4,666,736.86			2.023	1	
		Total and Average	28,568,893.14		26,904,377.01	26,904,377.01	26,904,377.01			2.025	11	

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
August 1, 2018 through August 31, 2018

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Certificates of Deposit - Bank								
		Subtotal	250,000.00					250,000.00
Certificates of Deposit - CU								
		Subtotal	762,964.90					762,964.90
Local Agency Investment Funds (Monthly Summary)								
SYS200	200	STATE OF CALIFORNIA		2.020		0.00	3,900,000.00	
		Subtotal	25,124,675.25			0.00	3,900,000.00	21,224,675.25
Savings Accounts (Monthly Summary)								
950516181	600	PACIFIC PREMIER/PLAZA BANK		2.023		7,581.76	7,581.76	
		Subtotal	4,666,736.86			7,581.76	7,581.76	4,666,736.86
		Total	30,804,377.01			7,581.76	3,907,581.76	26,904,377.01

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
August 2017 through August 2018

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
August	2017	7	20,773,276.60	1.042	1.056	1.070	0	0	19	13
September	2017	7	18,773,277.02	1.075	1.090	1.120	0	0	21	13
October	2017	7	14,822,784.70	1.091	1.106	1.160	0	0	26	14
November	2017	7	11,622,785.12	1.092	1.107	1.190	0	0	33	15
December	2017	7	19,622,785.55	1.256	1.274	1.280	0	0	20	8
January	2018	7	26,147,931.22	1.335	1.354	1.380	0	0	15	5
February	2018	7	29,147,931.61	1.401	1.421	1.460	0	0	14	4
March	2018	7	26,747,932.04	1.523	1.544	1.570	0	0	15	3
April	2018	9	31,824,664.93	1.674	1.697	1.720	2	2	13	7
May	2018	8	35,679,664.93	1.750	1.775	1.800	1	1	11	8
June	2018	7	35,679,664.93	1.863	1.889	1.900	0	0	11	8
July	2018	8	30,804,377.01	1.932	1.959	1.960	1	1	13	10
August	2018	7	26,904,377.01	1.997	2.025	2.020	0	0	15	11
Average		7	25,273,188.67	1.464%	1.484%	1.510	0	0	17	9

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
August 2017 through August 2018

Page 1

Security Type	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	Average by Period
Certificates of Deposit - Bank	1.2	1.3	1.7	2.2	1.3	1.0	0.9	0.9	0.8	0.7	0.7	0.8	0.9	1.1%
Certificates of Deposit - CU	3.7	4.0	5.1	6.5	3.9	2.9	2.6	2.8	2.4	2.1	2.1	2.5	2.8	3.4%
Local Agency Investment Funds	72.7	69.8	61.7	51.2	71.1	78.3	80.5	78.8	82.2	84.1	84.1	81.6	78.9	75.0%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts	22.5	24.9	31.5	40.2	23.8	17.9	16.0	17.5	14.7	13.1	13.1	15.2	17.4	20.6%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
August 31, 2018

Page 1

	August 31 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	1,858.13	3,954.13
Plus Accrued Interest at End of Period	-43.46	-43.52
Less Accrued Interest at Beginning of Period	(-28.18)	(405.74)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	1,842.85	3,504.87
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	1,842.85	3,504.87
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	7,581.76	139,279.81
Plus Accrued Interest at End of Period	90,944.32	90,944.32
Less Accrued Interest at Beginning of Period	(52,330.41)	(131,473.69)
Interest Earned during Period	46,195.67	98,750.44
Total Interest Earned during Period	48,038.52	102,255.31
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	48,038.52	102,255.31

CITY OF MONTEBELLO
INVESTMENT PORTFOLIO DETAIL-INVESTMENTS
August-18

	7/31/18	8/9/18	8/13/18	8/22/18				BALANCE		
GENERAL FUND										
LOCAL AGENCY INVESTMENT FUNDS										
STATE OF CALIFORNIA	25,124,675.25	(1,500,000.00)	(1,200,000.00)	(1,200,000.00)				21,224,675.25	78.89%	MAX, %
SUBTOTAL	25,124,675.25	(1,500,000.00)	(1,200,000.00)	(1,200,000.00)	0.00	0.00	0.00	21,224,675.25	78.89%	\$30M
FEDERAL AGENCY ISSUES										
FAI	0.00							0.00	0.00%	
FAI	0.00							0.00	0.00%	
FAI	0.00							0.00	0.00%	
SUBTOTAL	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00%	50.00%
CERTIFICATE OF DEPOSITS (CDs)										
CD	0.00							0.00	0.00%	
F&A FCU (4/27/18-4/27/19) @ 2.10%	263,964.90							263,964.90	0.98%	
East West Bank (5/16/18-5/16/19) @ 2.00%	250,000.00							250,000.00	0.93%	
CD	0.00							0.00	0.00%	
United Federal Credit Union (7/25/18-7/25/19) @ 2.45%	250,000.00							250,000.00	0.93%	
St. Vincent's Medical FCU (4/2/18-4/2/19) @ 2.05%	249,000.00							249,000.00	0.93%	
SUBTOTAL	1,012,964.90	0.00	0.00	0.00	0.00		0.00	1,012,964.90	3.77%	None
CREDIT UNION SAVINGS ACCOUNTS										
F&A FCU Savings (opened 4/28/14)	5.38							5.38	0.00%	
Savings	0.00							0.00	0.00%	
SUBTOTAL	5.38	0.00	0.00	0.00	0.00		0.00	5.38	0.00%	None
TREASURY SECURITIES										
T-Bill	0.00							0.00	0.00%	
T-Bill	0.00							0.00	0.00%	
T-Bill	0.00							0.00	0.00%	
SUBTOTAL	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00%	80.00%
MONEY MARKET FUNDS										
Pacific Premier Bank*/Plaza Bank (opened 5/30/17)	4,666,731.48							4,666,731.48	17.35%	
MMF	0.00							0.00	0.00%	
SUBTOTAL	4,666,731.48	0.00	0.00	0.00	0.00		0.00	4,666,731.48	17.35%	25.00%
TOTAL GENERAL INVESTMENTS	30,804,377.01	(1,500,000.00)	(1,200,000.00)	(1,200,000.00)	0.00		0.00	26,904,377.01	100.00%	

*11/1/17 - Plaza Bank officially became part of Pacific Premier Bank

Total cash balance is reported on the Monthly Cash Report

INVESTMENT PORTFOLIO CHANGES

GENERAL FUND

	Jun-18	
	Monthly	Majority Sources of Revenue
Beginning Balance:	\$35,679,664.93	
Ending Balance:	\$35,679,664.93	\$0.00 Monthly Difference
	Jul-18	
	Monthly	Majority Sources of Revenue
Beginning Balance:	\$35,679,664.93	
7/13/18	\$124,712.08	LAIF Investment Interest
7/18/18	(\$5,000,000.00)	LAIF Withdrawal; Warrants, Payroll, Debt Payment
Ending Balance:	\$30,804,377.01	(\$4,875,287.92) Monthly Difference
	Aug-18	
	Monthly	Majority Sources of Revenue
Beginning Balance:	\$30,804,377.01	
8/9/18	(\$1,500,000.00)	LAIF Withdrawal; Warrants, Payroll
8/13/18	(\$1,200,000.00)	LAIF Withdrawal; Warrants
8/22/18	(\$1,200,000.00)	LAIF Withdrawal; Payroll
Ending Balance:	\$26,904,377.01	(\$3,900,000.00) Monthly Difference

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

CITY OF MONTEBELLO

CITY CONTROLLER
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

www.treasurer.ca.gov/pmia-laif/laif.asp

September 04, 2018

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

August 2018 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
8/9/2018	8/9/2018	RW	1581513		-1,500,000.00
8/13/2018	8/13/2018	RW	1581683		-1,200,000.00
8/22/2018	8/21/2018	RW	1582298		-1,200,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	25,124,675.25
Total Withdrawal:	-3,900,000.00	Ending Balance:	21,224,675.25

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
August 31, 2018

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	4,223,624.95	4,223,624.95	4,223,624.95	100.00	1	1	1.992	2.020
Investments	4,223,624.95	4,223,624.95	4,223,624.95	100.00%	1	1	1.992	2.020

Total Earnings	August 31 Month Ending	Fiscal Year To Date
Current Year	9,751.18	23,359.86
Average Daily Balance	5,849,431.40	7,132,745.34
Effective Rate of Return	1.96%	1.93%

..

Reporting period 08/01/2018-08/31/2018

Run Date: 09/11/2018 - 07:09

Portfolio SA
CP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.6.1

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
August 31, 2018

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA			4,223,624.95	4,223,624.95	4,223,624.95	2.020		2.020	1	
		Subtotal and Average	5,849,431.40		4,223,624.95	4,223,624.95	4,223,624.95			2.020	1	
		Total and Average	5,849,431.40		4,223,624.95	4,223,624.95	4,223,624.95			2.020	1	

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
August 1, 2018 through August 31, 2018

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
SYS100	100	STATE OF CALIFORNIA		2.020		0.00	4,200,000.00	
		Subtotal	8,423,624.95			0.00	4,200,000.00	4,223,624.95
		Total	8,423,624.95			0.00	4,200,000.00	4,223,624.95

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
August 1, 2018 through August 31, 2018

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
SYS100	100	STATE OF CALIFORNIA		2.020		0.00	4,200,000.00	
		Subtotal	8,423,624.95			0.00	4,200,000.00	4,223,624.95
		Total	8,423,624.95			0.00	4,200,000.00	4,223,624.95

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
August 2017 through August 2018

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
August	2017	1	3,168,507.15	1.075	1.090	1.090	0	0	1	1
September	2017	1	3,168,507.15	1.105	1.120	1.120	0	0	1	1
October	2017	1	3,183,756.04	1.105	1.120	1.120	0	0	1	1
November	2017	1	3,183,756.04	1.174	1.190	1.190	0	0	1	1
December	2017	1	2,683,756.04	1.262	1.280	1.280	0	0	1	1
January	2018	1	2,693,105.56	1.361	1.380	1.380	0	0	1	1
February	2018	1	3,393,105.56	1.440	1.460	1.460	0	0	1	1
March	2018	1	3,393,105.56	1.548	1.570	1.570	0	0	1	1
April	2018	1	3,404,080.30	1.696	1.720	1.720	0	0	1	1
May	2018	1	3,404,080.30	1.775	1.800	1.800	0	0	1	1
June	2018	1	8,404,080.30	1.874	1.900	1.900	0	0	1	1
July	2018	1	8,423,624.95	1.933	1.960	1.960	0	0	1	1
August	2018	1	4,223,624.95	1.992	2.020	2.020	0	0	1	1
Average		1	4,055,929.99	1.488%	1.508%	1.508	0	0	1	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
August 2017 through August 2018

Page 1

Security Type	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Savings Accounts														

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
August 31, 2018

Page 1

	August 31 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	19,544.65
Plus Accrued Interest at End of Period	23,406.27	23,406.27
Less Accrued Interest at Beginning of Period	(13,655.09)	(19,591.06)
Interest Earned during Period	9,751.18	23,359.86
Total Interest Earned during Period	9,751.18	23,359.86
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	9,751.18	23,359.86

Successor Agencies of the City of Montebello

LOCAL AGENCY INVESTMENT FUNDS
STATE OF CALIFORNIA

FEDERAL AGENCY ISSUES

FAI
FAI
FAI

CERTIFICATE OF DEPOSITS (CDs)

CD
CD
CD

SAVINGS ACCOUNTS

Savings
Savings
Savings

TREASURY SECURITIES

T-Bill
T-Bill
T-Bill

MONEY MARKET FUND

MMF

TOTAL CRA INVESTMENTS

7/31/18 8/13/18

BALANCE

	8,423,624.95	(4,200,000.00)							4,223,624.95	100.00%	\$30M
	8,423,624.95	(4,200,000.00)	0.00	0.00	0.00	0.00	0.00	0.00	4,223,624.95	100.00%	
SUBTOTAL											
	0.00								0.00	0.00%	
	0.00								0.00	0.00%	
	0.00								0.00	0.00%	
SUBTOTAL											50.00%
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
	0.00								0.00	0.00%	
	0.00								0.00	0.00%	
	0.00								0.00	0.00%	
SUBTOTAL											NONE
	0.00								0.00	0.00%	
	0.00								0.00	0.00%	
	0.00								0.00	0.00%	
SUBTOTAL											NONE
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
	0.00								0.00	0.00%	
	0.00								0.00	0.00%	
SUBTOTAL											NONE
	0.00								0.00	0.00%	
	0.00								0.00	0.00%	
	0.00								0.00	0.00%	
SUBTOTAL											80.00%
	0.00								0.00	0.00%	
	0.00								0.00	0.00%	
SUBTOTAL											25.00%
	8,423,624.95	(4,200,000.00)	0.00	0.00	0.00	0.00	0.00	0.00	4,223,624.95	100.00%	

Total cash balance is reported on the Monthly Cash Report

INVESTMENT PORTFOLIO CHANGES

SUCCESSOR AGENCY AND HOUSING SUCCESSOR AGENCY INVESTMENT BALANCE

	Jun-18 Monthly	
Beginning Balance	<u>\$3,404,080.30</u>	
6/18/18	\$5,000,000.00	LAIF Deposit;ROPS
Ending Balance:	<u><u>\$8,404,080.30</u></u>	\$5,000,000.00 Monthly Difference

	Jul-18 Monthly	
Beginning Balance	<u>\$8,404,080.30</u>	
7/13/18	\$19,544.65	LAIF Investment Interest
Ending Balance:	<u><u>\$8,423,624.95</u></u>	\$19,544.65 Monthly Difference

	Aug-18 Monthly	
Beginning Balance	<u>\$8,423,624.95</u>	
8/13/18	(\$4,200,000.00)	LAIF Withdrawal;Bond Payments
Ending Balance:	<u><u>\$4,223,624.95</u></u>	(\$4,200,000.00) Monthly Difference

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp

September 04, 2018

S/A CITY OF MONTEBELLO FOR MONTEBELLO
REDEVELOPMENT AGENCY
DIRECTOR OF FINANCE
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

[PMIA Average Monthly Yields](#)

Account Number:

[Tran Type Definitions](#)

August 2018 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
8/13/2018	8/13/2018	RW	1581680		-4,200,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	8,423,624.95
Total Withdrawal:	-4,200,000.00	Ending Balance:	4,223,624.95

**CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF AUGUST 31, 2018**

BANK OF THE WEST

	Account Number	Account Name	8/31/18	Type	Purpose
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$1,406,660.82	S	Checking Account
2	XXXX-XX093	Successor Agency of the City of Montebello	\$376,899.79	S	Checking Account
3	XXXX-71041	City of Montebello	\$397,371.58	G	Checking Account (Recreation On-line payments)
4	XXXX-00184	City of Montebello - FSA	\$12,758.43	T	Checking Account (Flexible Spending Account)
5	XXXX-XX079	Liability Account	\$46,555.63	G	Disbursement of Liability Checks
6	XXXX-XX331	General	\$4,751,362.77	G	Disbursement of City issued checks (AP/Payroll)
7	XXXX-XX554	Workers' Compensation	\$111,357.02	G	Disbursement of Workers Compensation Checks
8	XXXX-XX287	Trust & Agency	\$1,252,462.34	T	Holding Account
9	XXXX-XX803	Police Retiree Health Account	\$908,884.75	T	Interest Checking;T&A Holding Acct 1% per MOU
10	XXXX-XX267	Payroll	\$0.00	G	Checking Account;Process checks for Payroll
11	XXXX-XX362	Fire Retiree Health Account	\$406,665.94	T	Interest Checking;T&A Holding Acct 1% per MOU
			<u>\$9,670,979.07</u>		

STATE OF CALIFORNIA

	Account Number	Account Name	8/31/18	Type	Purpose
1	XX-XX-551	General	\$21,224,675.25	G	Invest Idle Cash
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$4,223,624.95	S	Invest Idle Cash
			<u>\$25,448,300.20</u>		

EAST WEST BANK

	Account Number	Account Name	8/31/18	Type	Purpose
1	CD	Certificate of Deposit (5/16/18 - 5/16/19)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

F&A FEDERAL CREDIT UNION

	Account Number	Account Name	8/31/18	Type	Purpose
1	XXXXX30	Savings Account	\$5.38	G	Interest Savings Account
2	CD	Certificate of Deposit (4/27/18 - 4/27/19)	\$263,964.90	G	Investment
			<u>\$263,970.28</u>		

ST. VINCENT'S MEDICAL FEDERAL CREDIT UNION

	Account Number	Account Name	8/31/18	Type	Purpose
1	CD	Certificate of Deposit (4/2/18 - 4/2/19)	\$249,000.00	G	Investment
			<u>\$249,000.00</u>		

UNITED FEDERAL CREDIT UNION

	Account Number	Account Name	8/31/18	Type	Purpose
1	CD	Certificate of Deposit (7/25/18 - 7/25/19)	\$250,000.00	G	Investment
			<u>\$250,000.00</u>		

PACIFIC PREMIER BANK/PLAZA BANK

	Account Number	Account Name	8/31/18	Type	Purpose
1	XXXXXX181	Money Market Fund	\$4,666,731.48	G	Investment
			<u>\$4,666,731.48</u>		

FIRST MERCANTILE TRUST

	Account Number	Account Name	8/31/18	Type	Purpose
	XXX-XX-X746	CORPORATE ACCOUNT	\$13.03	M	401 a(h) employee benefit
	XXX-XX-X999	TRUST ACCOUNT	\$13,405.14	M	401 a(h) employee benefit
			<u>\$13,418.17</u>		

Total General Cash/Investments	\$32,211,024.01	G	General
Total SA Cash/Investments	\$6,007,185.56	S	Successor Agencies
Total T&A Cash/Investments	\$2,580,771.46	T	Trust & Agency
Total Trustee Cash	\$13,418.17	M	401 a(h) Trust Accounts
Total Cash/Investments	<u>\$40,812,399.20</u>		

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

DATE: September 26, 2018

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works

SUBJECT: Claims Against The City

The following claim(s) fall under the City's Self-Insurance liability program and have been placed on the agenda for denial:

1. A. Haro v. City of Montebello

Claimant's vehicle was struck by a city tree branch. Inspection of the tree showed it to be healthy and well maintained. The limb had no indication of disease. There were no prior complaints regarding the tree from citizens. The limb may have fallen as a result of "Sudden Limb Failure". This results when hot weather causes the tree to uplift water too quickly and the limb to fail from the additional weight. In this situation it is an Act of God. The vehicle is insured for this type of incident.

Amount claimed: \$2,550.00

2. S. Guzman v. City of Montebello

Claimant's vehicle was struck when a City tree branch fell. Inspection of the tree showed it to be green and healthy, and the limb had no indication of disease. There were no prior complaints regarding the tree from citizens. The limb may have fallen as a result of "Sudden Limb Failure". This results when hot weather causes the tree to uplift water too quickly and the limb to fail from the additional weight. In this situation it is an Act of God. The vehicle is insured for this type of incident.

Amount claimed: \$2,500.00

3. V. Flores v. City of Montebello

Claimant alleged personal and real property damage due to a "clogged pipe". This claim was submitted by the claimant's attorney nearly four months after the

incident. The City was not notified and given the opportunity to inspect the alleged damage and determine the cause for the blocked pipe. The claim alleges damage to the claimant's house and is not clear if the pipe involved is maintained by the City or is a private lateral pipe from the main. Claim does not include the cost of damages.

Amount claimed: 10,500+

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO APPROVING AND ALLOWING CERTAIN CLAIMS AND
DEMANDS**

**THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES
HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1. That the reference is hereby made to that certain
Register of Audited Demand Nos. 1453, consisting of six pages, and
including**

Warrant No. 579888 through 580109;

Warrant No. 1406 through 1407;

Warrant No. 1015

**on file in the office of the City Clerk, the same having been audited and
approved by the Controller as required by law.**

**SECTION 2. That the said City Council having examined each such
demand does hereby approve and direct the payment of same, as set forth
in said Register, except the following Warrant No.**

**SECTION 3. That the City Clerk shall certify to the adoption of this
resolution and thence forth and thereafter the same shall be in full force
and effect.**

APPROVED AND ADOPTED THIS 26th DAY OF SEPTEMBER, 2018.

JACK HADJINIAN, Mayor Pro Tem

ATTEST:

IRMA BARAJAS, City Clerk



CHECK REGISTER DETAIL SUMMARY

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
0770 - Housing Account					
1015	09/19/2018	\$3,510.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
Total		\$3,510.00			
4331 - General Account					
579888	09/10/2018	\$703.42	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
579889	09/10/2018	\$575.00	TRAVEL & MEETINGS	26920	LEAGUE OF CALIFORNIA CITIES
579890	09/10/2018	\$15,714.89	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO.
579891	09/10/2018	\$130,056.79	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
579892	09/10/2018	\$11,351.38	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
579893	09/10/2018	\$204.24	INSURANCE	1990	STANDARD INSURANCE COMPANY
579894	09/10/2018	\$5,114.10	INSURANCE	58990	VISION SERVICE PLAN
579895	09/11/2018	\$8,948.68	AFLAC OTHER	55860	AFLAC
579896	09/11/2018	\$581.61	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
579897	09/11/2018	\$44,101.99	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
579898	09/11/2018	\$2,598.78	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
579899	09/12/2018	\$359.26	SUPPLIES	2142	NEW ASIA FSE, INC.
579900	09/12/2018	\$744.59	SUPPLIES	71930	SEARS
579901	09/12/2018	\$575.00	TRAVEL & MEETINGS	26920	LEAGUE OF CALIFORNIA CITIES
579902	09/13/2018	\$551.74	SUPPLIES	58080	BEST BUY
579903	09/13/2018	\$109,880.97	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE, INC.
579904	09/18/2018	\$5,239.90	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
579905	09/18/2018	\$456.90	SUPPLIES	1830	AQUA-FLO SUPPLY
579906	09/18/2018	\$164.25	SUPPLIES	35980	SAEED RADMEHR/ARTE PRINTING
579907	09/18/2018	\$13,627.83	TRAINING/SUPPLIES	13240	BANKCARD CENTER
579908	09/18/2018	\$21.09	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS

579909	09/18/2018	\$2,918.46	VEHICLE MAINTENANCE/EXPENSES	26110	COMPRESSED AIR SPECIALTIES, INC.
579910	09/18/2018	\$960.00	CONTRACT SERVICES	26080	L. N. CURTIS & SONS
579911	09/18/2018	\$820.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
579912	09/18/2018	\$88.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
579913	09/18/2018	\$88.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
579914	09/18/2018	\$88.00	PERMITS AND FEES	72580	LOS ANGELES COUNTY
579915	09/18/2018	\$516.25	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC
579916	09/18/2018	\$2,547.09	SUPPLIES	807	FOOTHILL COMMUNICATIONS, LLC
579917	09/18/2018	\$3,990.00	DUES & SUBSCRIPTIONS	43680	J.J. KELLER & ASSOCIATES, INC.
579918	09/18/2018	\$342.00	SUPPLIES	26670	LIFE-ASSIST, INC.
579919	09/18/2018	\$1,186.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
579920	09/18/2018	\$17,252.66	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
579921	09/18/2018	\$1,305.42	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
579922	09/18/2018	\$277.30	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
579923	09/18/2018	\$592.59	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
579924	09/18/2018	\$188.30	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
579925	09/18/2018	\$168.52	MACHINERY & EQUIPMENTS	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
579926	09/18/2018	\$80.26	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
579927	09/18/2018	\$51,287.30	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
579928	09/18/2018	\$248.64	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC.
579929	09/18/2018	\$120.26	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
579930	09/18/2018	\$131.79	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
579931	09/18/2018	\$87.60	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.
579932	09/18/2018	\$56.03	UTILITY SERVICES	23610	VERIZON WIRELESS
579933	09/18/2018	\$53.91	UTILITY SERVICES	23610	VERIZON WIRELESS
579934	09/18/2018	\$111.82	UTILITY SERVICES	23610	VERIZON WIRELESS
579935	09/18/2018	\$125.38	UTILITY SERVICES	23610	VERIZON WIRELESS
579936	09/18/2018	\$1,502.83	UTILITY SERVICES	23610	VERIZON WIRELESS
579937	09/18/2018	\$200.07	UTILITY SERVICES	23610	VERIZON WIRELESS
579938	09/18/2018	\$1,948.04	UTILITY SERVICES	23610	VERIZON WIRELESS

579939	09/18/2018	\$1,865.33	UTILITY SERVICES	23610	VERIZON WIRELESS
579940	09/18/2018	\$4,181.03	UTILITY SERVICES	39550	AT&T
579941	09/18/2018	\$78.60	UTILITY SERVICES	39550	AT&T
579942	09/18/2018	\$12,003.50	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
579943	09/18/2018	\$61,366.83	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
579944	09/18/2018	\$14,519.30	INSURANCE	25850	STANDARD INSURANCE COMPANY
579945	09/19/2018	\$581.58	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
579946	09/19/2018	\$509.54	UTILITY SERVICES	39550	AT&T
579947	09/19/2018	\$229.97	UTILITY SERVICES	39550	AT&T
579948	09/19/2018	\$1,486.89	UTILITY SERVICES	39550	AT&T
579949	09/19/2018	\$150.00	CONTRACT SERVICES	34760	CALIFORNIA STATE CONTROLLER'S OFFICE
579950	09/19/2018	\$85.90	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
579951	09/19/2018	\$739.20	CONTRACT SERVICES	40850	MARIA E. CASAS
579952	09/19/2018	\$82.10	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
579953	09/19/2018	\$4,694.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
579954	09/19/2018	\$20,279.87	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
579955	09/19/2018	\$5,804.04	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
579956	09/19/2018	\$20.27	MAIL/ POSTAL EXPENSE	26240	UNITED PARCEL SERVICE
579957	09/19/2018	\$5,627.40	CONTRACT SERVICES	20060	WATER REPLENISHMENT DISTRICT
579958	09/19/2018	\$1,400.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC.
579959	09/19/2018	\$297.00	SUPPLIES	24540	AAHS SIGNS
579960	09/19/2018	\$40.00	CARPOOL INCENTIVE	27220	ANTHONY ACEVEZ
579961	09/19/2018	\$2,311.79	LEASE PAYMENT	47	ALTEC CAPITAL SERVICES
579962	09/19/2018	\$40.00	CARPOOL INCENTIVE	1974	CECILIA AMAYA
579963	09/19/2018	\$525.00	CONTRACT SERVICES	1429	JEFF ANAYA
579964	09/19/2018	\$40.00	CARPOOL INCENTIVE	567	ARTHUR P ANCHONDO
579965	09/19/2018	\$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
579966	09/19/2018	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L. ANDRADE
579967	09/19/2018	\$153,014.55	CONTRACT SERVICES	1728	A & P DEVELOPMENT AND CONSTRUCTION, INC.
579968	09/19/2018	\$20.00	CARPOOL INCENTIVE	29630	RICHARD APARICIO
579969	09/19/2018	\$789.97	SUPPLIES	35980	SAEED RADMEHR/ARTE PRINTING

579970	09/19/2018	\$1,731.80	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR, INC.
579971	09/19/2018	\$1,080.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
579972	09/19/2018	\$8,490.60	ACCOUNTS RECEIVABLE	17870	THE BANK OF NEW YORK MELLON
579973	09/19/2018	\$1,412.62	SUPPLIES	383	BC TRAFFIC SPECIALIST
579974	09/19/2018	\$10,172.25	CONTRACT SERVICES	2119	BETTER 4 YOU BREAKFAST, INC.
579975	09/19/2018	\$260.21	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
579976	09/19/2018	\$1,100.17	NOTES PAYABLE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
579977	09/19/2018	\$500.00	DUES & SUBSCRIPTIONS	803	CITY OF CULVER CITY
579978	09/19/2018	\$93.62	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
579979	09/19/2018	\$1,425.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
579980	09/19/2018	\$275.00	CONTRACT SERVICES	34230	PHIL CULBERTSON
579981	09/19/2018	\$1,500.00	MACHINERY & EQUIPMENTS	1855	DARKTRACE LIMITED
579982	09/19/2018	\$45.46	SUPPLIES	1440	ACCO BRANDS CORPORATION
579983	09/19/2018	\$40.00	CARPPOOL INCENTIVE	29020	RAPHAEL DE LA TORRE
579984	09/19/2018	\$1,275.00	CONTRACT SERVICES	2019	DEWEY SERVICES INCORPORATED
579985	09/19/2018	\$340.00	CONTRACT SERVICES	19300	CARLOS DIAZ
579986	09/19/2018	\$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
579987	09/19/2018	\$516.25	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC
579988	09/19/2018	\$76.66	SUPPLIES	61460	ENTRUST RESOURCES
579989	09/19/2018	\$25.00	CONTRACT SERVICES	43720	ERGOMETRICS & APPLIED PERSONNEL RESEARCH,INC
579990	09/19/2018	\$396.52	SUPPLIES	1252	EVIDENT, INC.
579991	09/19/2018	\$35,740.15	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE, INC.
579992	09/19/2018	\$8,605.00	CONTRACT SERVICES	371	FLO-SERVICES, INC.
579993	09/19/2018	\$18,862.98	CONTRACT SERVICES	807	FOOTHILL COMMUNICATIONS, LLC
579994	09/19/2018	\$250.00	REFUND	2192	DOMATILA GARCIA
579995	09/19/2018	\$75,612.66	CONTRACT SERVICES	76070	GEO CORRECTIONS & DETENTION, INC.
579996	09/19/2018	\$1,003.35	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
579997	09/19/2018	\$40.00	CARPPOOL INCENTIVE	8260	BEATRICE GOMEZ
579998	09/19/2018	\$3,160.00	TRAINING	2195	GOVERNMENT TAX SEMINARS LLC
579999	09/19/2018	\$40.00	CARPPOOL INCENTIVE	38440	ANDREW GUZMAN

580000	09/19/2018	\$3,193.59	CONTRACT SERVICES	46870	HDL COREN & CONE
580001	09/19/2018	\$40.00	CARPOOL INCENTIVE	568	JUAN M HERNANDEZ
580002	09/19/2018	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
580003	09/19/2018	\$5,484.89	CONTRACT SERVICES	48120	HINDERLITER,DE LLAMAS & ASSOCIATES
580004	09/19/2018	\$40.00	CARPOOL INCENTIVE	73180	MONICA HUERTA
580005	09/19/2018	\$10,288.00	CONTRACT SERVICES	2001	LAW OFFICES OF DAVID J. WEISS
580006	09/19/2018	\$1,242.14	CONTRACT SERVICES	8130	RICHARD D. JONES, A PROFESSIONAL LAW CORP.
580007	09/19/2018	\$595.00	CONTRACT SERVICES	750	LIFTECH ELEVATOR SERVICES, INC
580008	09/19/2018	\$892.50	CONTRACT SERVICES	2015	LIGHTHOUSE SPORTS CENTER, LLC.
580009	09/19/2018	\$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
580010	09/19/2018	\$273.38	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
580011	09/19/2018	\$916.35	VEHICLE MAINTENANCE/EXPENSES	20620	LOS ANGELES TRUCK CENTERS, LLC
580012	09/19/2018	\$2,400.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
580013	09/19/2018	\$40.00	CARPOOL INCENTIVE	71590	LUZ MARIA
580014	09/19/2018	\$250.00	REFUND	2202	SIXTO MICHEL
580015	09/19/2018	\$330.52	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
580016	09/19/2018	\$2,805.00	CONTRACT SERVICES	1200	MOBILITY ADVANCEMENT GROUP
580017	09/19/2018	\$250.00	REFUND	2193	MARIA MONTOYA
580018	09/19/2018	\$30,521.83	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
580019	09/19/2018	\$573.04	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
580020	09/19/2018	\$124.00	REFUND	2201	IRENE MURRAY
580021	09/19/2018	\$229.95	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
580022	09/19/2018	\$35,507.87	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
580023	09/19/2018	\$385.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
580024	09/19/2018	\$20.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
580025	09/19/2018	\$8,362.71	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
580026	09/19/2018	\$102.97	SUPPLIES	49850	NORTHERN TOOL & EQUIPMENT CO.
580027	09/19/2018	\$399.00	CONTRACT SERVICES	41180	MANUEL NUNEZ
580028	09/19/2018	\$354.51	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
580029	09/19/2018	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
580030	09/19/2018	\$80.00	CARPOOL INCENTIVE	1620	VERONICA PALAFOX

580031	09/19/2018	\$504.34	SUPPLIES	26500	PALARDY & MILLER AUTOBODY
580032	09/19/2018	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
580033	09/19/2018	\$7,193.32	CONTRACT SERVICES	1950	ANDREW PASMANT
580034	09/19/2018	\$140.00	CARPOOL INCENTIVE	1668	MEL PASTION
580035	09/19/2018	\$1,306.92	SUPPLIES	538	PCMG, INC.
580036	09/19/2018	\$40.00	CARPOOL INCENTIVE	2138	ELVA PHAM
580037	09/19/2018	\$40.00	CARPOOL INCENTIVE	34240	ROBERT PORTILLO
580038	09/19/2018	\$40.00	CARPOOL INCENTIVE	13220	JESUS RABELERO
580039	09/19/2018	\$144.00	CONTRACT SERVICES	65000	JOAQUIN B. RENTERIA
580040	09/19/2018	\$136.00	REFUND	2200	JULIO RIVAS
580041	09/19/2018	\$250.00	REFUND	2194	JOSE EDUARDO RIVERA
580042	09/19/2018	\$40.00	CARPOOL INCENTIVE	56830	ESTHER ROBLES
580043	09/19/2018	\$18,743.00	CONTRACT SERVICES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
580044	09/19/2018	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I. SAUCEDO
580045	09/19/2018	\$40.00	CARPOOL INCENTIVE	61140	MICHAEL SAVEDRA
580046	09/19/2018	\$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
580047*	09/19/2018	\$840.00	MACHINERY & EQUIPMENTS	2158	SOLUTIONS SIMPLIFIED
580048	09/19/2018	\$40.00	CARPOOL INCENTIVE	33960	DAVID SOSNOWSKI
580049	09/19/2018	\$540.72	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
580050	09/19/2018	\$1,130.35	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.
580051	09/19/2018	\$13,448.00	CONTRACT SERVICES	170	SUPERIOR PAVEMENT MARKINGS, INC.
580052	09/19/2018	\$4,080.00	TRAINING	74560	TARGETSOLUTIONS, LLC.
580053	09/19/2018	\$19,500.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
580054	09/19/2018	\$229.00	DUES & SUBSCRIPTIONS	4020	TORO NSN
580055	09/19/2018	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
580056	09/19/2018	\$350.00	CONTRACT SERVICES	2131	MIGUEL TORRES
580057	09/19/2018	\$152.81	SUPPLIES	45120	ULINE
580058	09/19/2018	\$242.65	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
580059	09/19/2018	\$40.00	CARPOOL INCENTIVE	1973	ASHLIE VALENCIA
580060	09/19/2018	\$40.00	CARPOOL INCENTIVE	595	MATTHEW A VALENZUELA

580061	09/19/2018	\$83.44	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS, INC.
580062	09/19/2018	\$4,799.35	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
580063	09/19/2018	\$23,482.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
580064	09/19/2018	\$2,745.34	VEHICLE MAINTENANCE/EXPENSES	51730	WESTRUX INTERNATIONAL INC.
580065	09/19/2018	\$1,155.00	CONTRACT SERVICES	1829	WESLEY A. WHITEHEAD
580066	09/19/2018	\$300.00	MACHINERY & EQUIPMENTS	8160	WINCAL TECHNOLOGY CORPORATION
580067	09/19/2018	\$25,778.41	CONTRACT SERVICES	1631	YORK RISK SERVICES GROUP, INC.
580068	09/19/2018	\$200.00	CONTRACT SERVICES	9070	ERVIN L. YOUNGBLOOD
580069	09/19/2018	\$250.00	TRAVEL & MEETINGS	55010	CLAY THOMAS BARRIO
580070	09/19/2018	\$3,765.10	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
580071	09/19/2018	\$250.00	TRAINING	2211	DERRICK CRENSHAW
580072	09/19/2018	\$1,119.63	MACHINERY & EQUIPMENTS	48400	HOME DEPOT CREDIT SERVICES
580073	09/19/2018	\$396.62	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
580074	09/19/2018	\$49,046.85	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
580075	09/19/2018	\$617.21	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
580076	09/19/2018	\$3,427.59	UTILITY SERVICES	23610	VERIZON WIRELESS
580077	09/19/2018	\$250.00	TRAVEL & MEETINGS	75560	KRISTINA ZENDZHIRYAN
580078	09/19/2018	\$682.99	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
580079	09/19/2018	\$77,852.83	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
580080	09/19/2018	\$2,971.34	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE, INC
580081	09/19/2018	\$70.00	REFUND	2209	GAMALIO BANUELOS JR.
580082	09/19/2018	\$5,435.40	VEHICLE MAINTENANCE/EXPENSES	968	BUSWEST, LLC
580083*	09/19/2018	\$394.20	MACHINERY & EQUIPMENTS	2199	CHARITY IT
580084	09/19/2018	\$500.00	CONTRACT SERVICES	1416	CITY OF WHITTIER
580085	09/19/2018	\$213.20	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
580086	09/19/2018	\$3,118.35	VEHICLE MAINTENANCE/EXPENSES	75340	DELTA MOTOR COMPANY, INC.
580087	09/19/2018	\$409.68	SUPPLIES	7610	EWING IRRIGATION PRODUCTS, INC.
580088	09/19/2018	\$38,935.52	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE, INC.
580089	09/19/2018	\$14,916.67	CONTRACT SERVICES	807	FOOTHILL COMMUNICATIONS, LLC
580090	09/19/2018	\$4,501.72	SUPPLIES	33780	P.W. GILLIBRAND COMPANY, INC.

580091	09/19/2018	\$203.41	SUPPLIES	9470	GRAINGER, INC.
580092	09/19/2018	\$381.37	SUPPLIES	46770	INDUSTRIAL PIPE & STEEL, LLC
580093	09/19/2018	\$9,837.11	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
580094	09/19/2018	\$2,177.10	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
580095	09/19/2018	\$1,961.95	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
580096	09/19/2018	\$340.00	REFUND	2207	JESSICA MARTINEZ
580097	09/19/2018	\$150.00	TRAVEL & MEETINGS	32910	JOSE MEDRANO
580098	09/19/2018	\$4,950.00	CONTRACT SERVICES	981	MICHAEL BAKER INTERNATIONAL, INC.
580099	09/19/2018	\$330.52	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
580100	09/19/2018	\$679.75	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
580101	09/19/2018	\$652.49	VEHICLE MAINTENANCE/EXPENSES	70710	NIVEL PARTS & MFG CO., LLC
580102	09/19/2018	\$1,851.02	SUPPLIES	15620	OFFICE DEPOT
580103	09/19/2018	\$80.00	REFUND	2206	MARLENA ORTEGA
580104	09/19/2018	\$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
580105	09/19/2018	\$55.62	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
580106	09/19/2018	\$120.05	CONTRACT SERVICES	36350	SHRED-IT USA
580107	09/19/2018	\$59.68	CONTRACT SERVICES	2204	TROY & BANKS, INC.
580108	09/19/2018	\$488.95	SUPPLIES	59290	UNIVAR USA INC.
580109	09/19/2018	\$1,081.64	ELECTION EXPENSE	845	MARTIN & CHAPMAN CO.
Total		\$1,396,141.35			
6093 - Successor Agency					
1406	09/19/2018	\$1,953.94	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
1407	09/19/2018	\$6,996.89	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
Total		\$8,950.83			

* Pursuant to Resolution #17-40 - Any new contract not submitted for approval by the City Council the first time a payment for any such contract is listed on a warrant register.

City of Montebello

Payment Register

From Payment Date: 9/10/2018 - To Payment Date: 9/19/2018

Number	Date	Payee Name	Transaction Amount
4331 - General Account			
<u>Check</u>			
579888	09/10/2018	BIRCH COMMUNICATIONS	\$703.42
579889	09/10/2018	LEAGUE OF CALIFORNIA CITIES	\$575.00
579890	09/10/2018	MONTEBELLO LAND & WATER CO.	\$15,714.89
579891	09/10/2018	SAN GABRIEL VALLEY WATER CO.	\$130,056.79
579892	09/10/2018	SOUTH MONTEBELLO IRRIGATION DISTRICT	\$11,351.38
579893	09/10/2018	STANDARD INSURANCE COMPANY	\$204.24
579894	09/10/2018	VISION SERVICE PLAN	\$5,114.10
579895	09/11/2018	AFLAC	\$8,948.68
579896	09/11/2018	LIEBERT CASSIDY WHITMORE	\$581.61
579897	09/11/2018	LINCOLN TRAINING CENTER	\$44,101.99
579898	09/11/2018	RELIANT URGENT CARE	\$2,598.78
579899	09/12/2018	NEW ASIA FSE, INC.	\$359.26
579900	09/12/2018	SEARS	\$744.59
579901	09/12/2018	LEAGUE OF CALIFORNIA CITIES	\$575.00
579902	09/13/2018	BEST BUY	\$551.74
579903	09/13/2018	FIESTA TAXI COOPERATIVE, INC.	\$109,880.97
579904	09/18/2018	APPLE ONE EMPLOYMENT SERVICES	\$5,239.90
579905	09/18/2018	AQUA-FLO SUPPLY	\$456.90
579906	09/18/2018	ARTE PRINTING	\$164.25
579907	09/18/2018	BANKCARD CENTER	\$13,627.83
579908	09/18/2018	CHARTER COMMUNICATIONS	\$21.09
579909	09/18/2018	COMPRESSED AIR SPECIALTIES, INC.	\$2,918.46
579910	09/18/2018	CURTIS, L.N. & SONS	\$960.00
579911	09/18/2018	DAILY JOURNAL CORPORATION	\$820.00
579912	09/18/2018	DEPARTMENT OF PUBLIC HEALTH	\$88.00
579913	09/18/2018	DEPARTMENT OF PUBLIC HEALTH	\$88.00
579914	09/18/2018	DEPARTMENT OF PUBLIC HEALTH	\$88.00
579915	09/18/2018	DODGE DATA AND ANALYTICS LLC	\$516.25
579916	09/18/2018	FOOTHILL COMMUNICATIONS, LLC	\$2,547.09
579917	09/18/2018	KELLER, J.J. & ASSOCIATES IN	\$3,990.00
579918	09/18/2018	LIFE-ASSIST, INC.	\$342.00
579919	09/18/2018	LOS ANGELES COUNTY FIRE DEPARTMENT	\$1,186.00
579920	09/18/2018	MONTEBELLO TIRE PROS	\$17,252.66
579921	09/18/2018	MUNCIE TRANSIT SUPPLY	\$1,305.42
579922	09/18/2018	P & R PAPER SUPPLY COMPANY INC.	\$277.30
579923	09/18/2018	PRUDENTIAL OVERALL SUPPLY	\$592.59
579924	09/18/2018	READY REFRESH BY NESTLE	\$188.30
579925	09/18/2018	RICOH AMERICAS CORP.	\$168.52
579926	09/18/2018	RICOH AMERICAS CORP.	\$80.26
579927	09/18/2018	SAWYER PETROLEUM	\$51,287.30

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Number	Date	Payee Name	Transaction Amount
579928	09/18/2018	SECURITY SIGNAL DEVICES INC.	\$248.64
579929	09/18/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$120.26
579930	09/18/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$131.79
579931	09/18/2018	SUEZ WTS SERVICES USA, INC.	\$87.60
579932	09/18/2018	VERIZON WIRELESS	\$56.03
579933	09/18/2018	VERIZON WIRELESS	\$53.91
579934	09/18/2018	VERIZON WIRELESS	\$111.82
579935	09/18/2018	VERIZON WIRELESS	\$125.38
579936	09/18/2018	VERIZON WIRELESS	\$1,502.83
579937	09/18/2018	VERIZON WIRELESS	\$200.07
579938	09/18/2018	VERIZON WIRELESS	\$1,948.04
579939	09/18/2018	VERIZON WIRELESS	\$1,865.33
579940	09/18/2018	AT&T	\$4,181.03
579941	09/18/2018	AT&T	\$78.60
579942	09/18/2018	CALIFORNIA WATER SERVICE COMPANY	\$12,003.50
579943	09/18/2018	SOUTHERN CALIFORNIA EDISON	\$61,366.83
579944	09/18/2018	STANDARD INSURANCE COMPANY	\$14,519.30
579945	09/19/2018	APPLE ONE EMPLOYMENT SERVICES	\$581.58
579946	09/19/2018	AT&T	\$509.54
579947	09/19/2018	AT&T	\$229.97
579948	09/19/2018	AT&T	\$1,486.89
579949	09/19/2018	CALIFORNIA STATE CONTROLLER'S OFFICE	\$150.00
579950	09/19/2018	CALIFORNIA WATER SERVICE COMPANY	\$85.90
579951	09/19/2018	CASAS, MARIA E	\$739.20
579952	09/19/2018	FEDERAL EXPRESS CORPORATION	\$82.10
579953	09/19/2018	LOS ANGELES COUNTY FIRE DEPARTMENT	\$4,694.00
579954	09/19/2018	SOUTHERN CALIFORNIA EDISON	\$20,279.87
579955	09/19/2018	SOUTHERN CALIFORNIA GAS CO.	\$5,804.04
579956	09/19/2018	UNITED PARCEL SERVICE	\$20.27
579957	09/19/2018	WATER REPLENISHMENT DISTRICT	\$5,627.40
579958	09/19/2018	923 MEDIA GROUP INC.	\$1,400.00
579959	09/19/2018	AAHS SIGNS	\$297.00
579960	09/19/2018	ACEVEZ, ANTHONY	\$40.00
579961	09/19/2018	ALTEC CAPITAL SERVICES, LLC	\$2,311.79
579962	09/19/2018	AMAYA, CECILIA	\$40.00
579963	09/19/2018	ANAYA, JEFF	\$525.00
579964	09/19/2018	ANCHONDO, ARTHUR, P	\$40.00
579965	09/19/2018	ANDRADE, ANDREA	\$40.00
579966	09/19/2018	ANDRADE, ERIKA L	\$40.00
579967	09/19/2018	AP CONSTRUCTION, INC.,	\$153,014.55
579968	09/19/2018	APARICIO, RICHARD	\$20.00
579969	09/19/2018	ARTE PRINTING	\$789.97

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Number	Date	Payee Name	Transaction Amount
579970	09/19/2018	ATLAS RADIATOR, INC.	\$1,731.80
579971	09/19/2018	AVANT GARDE	\$1,080.00
579972	09/19/2018	BANK OF NEW YORK MELLON	\$8,490.60
579973	09/19/2018	BC TRAFFIC SPECIALIST	\$1,412.62
579974	09/19/2018	BETTER 4 YOU BREAKFAST, INC.	\$10,172.25
579975	09/19/2018	BEVERLY HOSPITAL	\$260.21
579976	09/19/2018	CENTRAL BASIN MUNICIPAL WATER DISTRICT	\$1,100.17
579977	09/19/2018	CITY OF CULVER CITY	\$500.00
579978	09/19/2018	CLEAN SWEEP SUPPLY CO. INC	\$93.62
579979	09/19/2018	COGRAN SYSTEMS LLC	\$1,425.00
579980	09/19/2018	COLBY'S TOTAL LAWN CARE	\$275.00
579981	09/19/2018	DARKTRACE LIMITED	\$1,500.00
579982	09/19/2018	DAY-TIMERS, INC.	\$45.46
579983	09/19/2018	DE LA TORRE, RAPHAEL	\$40.00
579984	09/19/2018	DEWEY PEST CONTROL	\$1,275.00
579985	09/19/2018	DIAZ WINDOW CLEANING SERVICE	\$340.00
579986	09/19/2018	DISCOVERY BENEFITS	\$50.00
579987	09/19/2018	DODGE DATA AND ANALYTICS LLC	\$516.25
579988	09/19/2018	ENTRUST RESOURCES	\$76.66
579989	09/19/2018	ERGOMETRICS	\$25.00
579990	09/19/2018	EVIDENT, INC.	\$396.52
579991	09/19/2018	FIESTA TAXI COOPERATIVE, INC.	\$35,740.15
579992	09/19/2018	FLO-SERVICES, INC.	\$8,605.00
579993	09/19/2018	FOOTHILL COMMUNICATIONS, LLC	\$18,862.98
579994	09/19/2018	GARCIA, DOMATILA	\$250.00
579995	09/19/2018	GEO CORRECTIONS & DETENTION, INC.	\$75,612.66
579996	09/19/2018	GILLIG LLC	\$1,003.35
579997	09/19/2018	GOMEZ, BEATRICE	\$40.00
579998	09/19/2018	GOVERNMENT TAX SEMINARS LLC	\$3,160.00
579999	09/19/2018	GUZMAN, ANDREW	\$40.00
580000	09/19/2018	HDL COREN & CONE	\$3,193.59
580001	09/19/2018	HERNANDEZ, JUAN, M	\$40.00
580002	09/19/2018	HERNANDEZ, NADINE	\$40.00
580003	09/19/2018	HINDERLITER, DE LLAMAS & ASSOCIAT	\$5,484.89
580004	09/19/2018	HUERTA, MONICA	\$40.00
580005	09/19/2018	LAW OFFICES OF DAVID J. WEISS	\$10,288.00
580006	09/19/2018	LAW OFFICES OF JONES & MAYER	\$1,242.14
580007	09/19/2018	LIFTECH ELEVATOR SERVICES, INC	\$595.00
580008	09/19/2018	LIGHTHOUSE SPORTS CENTER, LLC.	\$892.50
580009	09/19/2018	LOPEZ, MICHAEL	\$40.00
580010	09/19/2018	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	\$273.38
580011	09/19/2018	LOS ANGELES FREIGHTLINER, INC.	\$916.35

City of Montebello

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Number	Date	Payee Name	Transaction Amount
580012	09/19/2018	LOZA-GOMEZ, ANGELICA	\$2,400.00
580013	09/19/2018	MARIA, LUZ	\$40.00
580014	09/19/2018	MICHEL, SIXTO	\$250.00
580015	09/19/2018	MISSION LINEN SUPPLY	\$330.52
580016	09/19/2018	MOBILITY ADVANCEMENT GROUP	\$2,805.00
580017	09/19/2018	MONTOYA, MARIA	\$250.00
580018	09/19/2018	MR. ROOTER PLUMBING	\$30,521.83
580019	09/19/2018	MUNCIE TRANSIT SUPPLY	\$573.04
580020	09/19/2018	MURRAY, IRENE	\$124.00
580021	09/19/2018	NATIONAL CONSTRUCTION RENTALS	\$229.95
580022	09/19/2018	NATIONWIDE ENVIRONMENTAL SERVICES	\$35,507.87
580023	09/19/2018	NAVARRO'S TOWING SERVICE	\$385.00
580024	09/19/2018	NEVAREZ, SAMANTHA	\$20.00
580025	09/19/2018	NEW FLYER PARTS	\$8,362.71
580026	09/19/2018	NORTHERN TOOL & EQUIPMENT CO.	\$102.97
580027	09/19/2018	NUNEZ, MANUEL	\$399.00
580028	09/19/2018	P & R PAPER SUPPLY COMPANY INC.	\$354.51
580029	09/19/2018	PADILLA, BRIANNON	\$40.00
580030	09/19/2018	PALAFIX, VERONICA	\$80.00
580031	09/19/2018	PALARDY & MILLER AUTOBODY	\$504.34
580032	09/19/2018	PANOSIAN, JO ANN	\$40.00
580033	09/19/2018	PASMANT, ANDREW	\$7,193.32
580034	09/19/2018	PASTION, MEL	\$140.00
580035	09/19/2018	PCMG, INC. DBA PCM GOV, INC.	\$1,306.92
580036	09/19/2018	PHAM, ELVA	\$40.00
580037	09/19/2018	PORTILLO, ROBERT	\$40.00
580038	09/19/2018	RABELERO, JESUS	\$40.00
580039	09/19/2018	RENTERIA, JOAQUIN B.	\$144.00
580040	09/19/2018	RIVAS, JULIO	\$136.00
580041	09/19/2018	RIVERA, JOSE EDUARDO	\$250.00
580042	09/19/2018	ROBLES, ESTHER	\$40.00
580043	09/19/2018	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS	\$18,743.00
580044	09/19/2018	SAUCEDO, NICOLE I	\$40.00
580045	09/19/2018	SAVEDRA, MICHAEL	\$40.00
580046	09/19/2018	SOLANO, MARTIN	\$40.00
580047*	09/19/2018	SOLUTIONS SIMPLIFIED	\$840.00
580048	09/19/2018	SOSNOWSKI, DAVID	\$40.00
580049	09/19/2018	SOUTH BAY FORD, INC.	\$540.72
580050	09/19/2018	SOUTHERN COACH PARTS COMPANY	\$1,130.35
580051	09/19/2018	SUPERIOR PAVEMENT MARKINGS, INC.	\$13,448.00
580052	09/19/2018	TARGETSOLUTIONS	\$4,080.00
580053	09/19/2018	TIERRA WEST ADVISORS	\$19,500.00

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Number	Date	Payee Name	Transaction Amount
580054	09/19/2018	TORO NSN	\$229.00
580055	09/19/2018	TORRES, JANELLE	\$40.00
580056	09/19/2018	TORRES, MIGUEL	\$350.00
580057	09/19/2018	ULINE, INC.	\$152.81
580058	09/19/2018	UNDERGROUND SERVICE ALERT OF SOUTHERN CA	\$242.65
580059	09/19/2018	VALENCIA, ASHLIE	\$40.00
580060	09/19/2018	VALENZUELA, MATTHEW , A	\$40.00
580061	09/19/2018	VALLEY POWER SYSTEMS, INC.	\$83.44
580062	09/19/2018	WAYNE ELECTRIC COMPANY	\$4,799.35
580063	09/19/2018	WEST COAST ARBORISTS, INC.	\$23,482.00
580064	09/19/2018	WESTRUX INTERNATIONAL INC.	\$2,745.34
580065	09/19/2018	WHITEHEAD, WESLEY, A	\$1,155.00
580066	09/19/2018	WINCAL TECHNOLOGY CORPORATION	\$300.00
580067	09/19/2018	YORK RISK SERVICES GROUP, INC.	\$25,778.41
580068	09/19/2018	YOUNGBLOOD & ASSOCIATES	\$200.00
580069	09/19/2018	BARRIO, CLAY THOMAS	\$250.00
580070	09/19/2018	CENTRAL BASIN MUNICIPAL WATER DISTRICT	\$3,765.10
580071	09/19/2018	CRENSHAW, DERRICK	\$250.00
580072	09/19/2018	HOME DEPOT	\$1,119.63
580073	09/19/2018	MISSION LINEN SUPPLY	\$396.62
580074	09/19/2018	SAWYER PETROLEUM	\$49,046.85
580075	09/19/2018	TPX COMMUNICATIONS	\$617.21
580076	09/19/2018	VERIZON WIRELESS	\$3,427.59
580077	09/19/2018	ZENDZHIRYAN, KRISTINA	\$250.00
580078	09/19/2018	ADAMSON POLICE PRODUCTS	\$682.99
580079	09/19/2018	ALVAREZ-GLASMAN & COLVIN	\$77,852.83
580080	09/19/2018	AUTOZONE	\$2,971.34
580081	09/19/2018	BANUELOS, GAMALIO	\$70.00
580082	09/19/2018	BUSWEST, LLC	\$5,435.40
580083*	09/19/2018	CHARITY IT	\$394.20
580084	09/19/2018	CITY OF WHITTIER	\$500.00
580085	09/19/2018	CLEAN SWEEP SUPPLY CO. INC	\$213.20
580086	09/19/2018	DELTA MOTOR COMPANY, INC.	\$3,118.35
580087	09/19/2018	EWING IRRIGATION PRODUCTS	\$409.68
580088	09/19/2018	FIESTA TAXI COOPERATIVE, INC.	\$38,935.52
580089	09/19/2018	FOOTHILL COMMUNICATIONS, LLC	\$14,916.67
580090	09/19/2018	GILLIBRAND, P.W. COMPANY, INC.	\$4,501.72
580091	09/19/2018	GRAINGER, INC.	\$203.41
580092	09/19/2018	INDUSTRIAL PIPE & STEEL, LLC	\$381.37
580093	09/19/2018	JOHNSON CONTROLS, INC.	\$9,837.11
580094	09/19/2018	LIEBERT CASSIDY WHITMORE	\$2,177.10
580095	09/19/2018	LINCOLN TRAINING CENTER	\$1,961.95

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Number	Date	Payee Name	Transaction Amount
580096	09/19/2018	MARTINEZ, JESSICA	\$340.00
580097	09/19/2018	MEDRANO, JOSE	\$150.00
580098	09/19/2018	MICHAEL BAKER INTERNATIONAL, INC.	\$4,950.00
580099	09/19/2018	MISSION LINEN SUPPLY	\$330.52
580100	09/19/2018	MUNCIE TRANSIT SUPPLY	\$679.75
580101	09/19/2018	NIVEL PARTS & MFG CO., LLC	\$652.49
580102	09/19/2018	OFFICE DEPOT	\$1,851.02
580103	09/19/2018	ORTEGA, MARLENA	\$80.00
580104	09/19/2018	REDFLEX TRAFFIC SYSTEMS	\$20,000.00
580105	09/19/2018	RIO HONDO COMMUNITY COLLEGE	\$55.62
580106	09/19/2018	SHRED-IT USA LLC.	\$120.05
580107	09/19/2018	TROY & BANKS, INC.	\$59.68
580108	09/19/2018	UNIVAR USA INC.	\$488.95
580109	09/19/2018	MARTIN & CHAPMAN CO.	\$1,081.64

Type Check Totals:

\$1,396,141.35

4331 - General Account Totals

6093 - Successor Agency

Check

1406	09/19/2018	BANK OF NEW YORK MELLON	\$1,953.94
1407	09/19/2018	ALVAREZ-GLASMAN & COLVIN	\$6,996.89

Type Check Totals:

\$8,950.83

6093 - Successor Agency Totals

0770 - Housing Account

Check

1015	09/19/2018	TIERRA WEST ADVISORS	\$3,510.00
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Type Check Totals:

\$3,510.00

0770 - Housing Account Totals

* Pursuant to Resolution #17-40 - Any new contract not submitted for approval by the City Council the first time a payment for any such contract is listed on a warrant register.