

CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA^{1 1[2]}
WEDNESDAY, FEBRUARY 12, 2020
5:30 P.M.

MONTEBELLO CITY COUNCIL

SALVADOR MELENDEZ
MAYOR

KIMBERLY A. COBOS-CAWTHORNE
MAYOR PRO TEM

ANGIE M. JIMENEZ
COUNCILMEMBER

DAVID N. TORRES
COUNCILMEMBER

JACK HADJINIAN
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

CITY STAFF

CITY MANAGER
René Bobadilla

CITY ATTORNEY
Arnold M. Alvarez-Glasman

DEPARTMENT HEADS

Assistant City Manager
Fire Chief
Police Chief
Director of Finance
Director of Human Resources
Interim Director of Planning/Community Development
Director of Public Works
Director of Recreation and Community Services
Director of Transportation

Arlene Salazar
Fernando Pelaez
Brad Keller
Michael Solorza
Nicholas Razo
Joseph Palombi
Danilo Batson
David Sosnowski
Tom Barrio

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER: Mayor Melendez**

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 II(203)). If you require translation services, please contact the City Clerk's Office 24 hours before this meeting. Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 24 horas antes de esta reunión.

2. **ROLL CALL:** **City Clerk I. Barajas**

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.

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION - 5:30 P.M.

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

4. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code Section 54956.8
Property: 901 Via San Clemente
Agency: Rene Bobadilla
Negotiating Parties: Kix Soccer
Under negotiation: Terms of payment or price

5. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Government Code Section 54956.9(d)(1)
City of Montebello v. All Persons (Athens)
Superior Court Case No. BC713533

REGULAR SESSION – 6:30 P.M.

6. **INVOCATION**

PLEDGE OF ALLEGIANCE

7. **PRESENTATIONS:**

- a. **MY MONTEBELLO APP**
- b. **VSAP VOTING PRESENTATION**

8. **STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**

9. **CORRECTIONS TO THE AGENDA – CITY MANAGER**

10. **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.

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

- 12. 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 which a member of the public or City Council has requested to speak upon. Such approval will also waive the reading of any ordinance.

CONSENT MATTERS (13-24)

13. REQUEST FOR QUALIFICATIONS FOR DESIGN AND ENGINEERING SERVICES FOR BEACH STREET IMPROVEMENT PROJECT (RFQ NO. 20-2)

RECOMMENDED ACTION: It is recommended that the City Council:

Authorize City Staff to issue a Request for Qualifications for Design and Engineering Services for Beach Street Improvement Project.

14. REQUEST FOR PROPOSALS FOR PUBLIC WORKS INSPECTION AND CONSTRUCTION MANAGEMENT SERVICES FOR BEVERLY BOULEVARD STREET IMPROVEMENT PROJECT (RFQ NO. 20-6)

RECOMMENDED ACTION: It is recommended that the City Council:

Authorize City Staff to issue a Request for Qualifications for Public Works Inspection and Construction Management Services for Beverly Boulevard Street Improvement Project.

15. REQUEST FOR PROPOSALS FOR PUBLIC WORKS INSPECTION AND CONSTRUCTION MANAGEMENT SERVICES FOR ARROYO DRIVE IMPROVEMENT PROJECT (RFP NO. 20-5)

RECOMMENDED ACTION: It is recommended that the City Council:

Authorize City Staff to issue a Request for Proposals for Public Works Inspection and Construction Management Services for Arroyo Drive Improvement Project.

16. AWARD A CONSTRUCTION CONTRACT FOR C.P. # 866 – BEVERLY BOULEVARD STREET IMPROVEMENTS PROJECT FROM 21ST STREET TO HOWARD AVENUE (FY 2018/2019), RFP NO. 19-25 TO GENTRY BROTHERS, INC.

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve a Resolution of appropriation reallocating all funds from the proposed Montebello Boulevard Improvement Project (Paramount Boulevard to Plaza Drive) and reallocating the funds to other capital improvement projects to ensure adequate funding;
- 2) Award a Construction Contract for C.P. # 866 – Beverly Boulevard Street Improvements Project ("The Project") from 21st Street to Howard Avenue (FY

2018/2019 and RFP No. 19-25) in the amount of \$739,951.20 to Gentry Brothers, Inc.;

3) Authorize the Director of Public Works to review and approve change orders within a 25% contingency of the contract amount as recommended by the City Engineer; and

4) Authorize the City Manager to execute the Contract Agreement, on behalf of the City.

17. AWARD A CONSTRUCTION CONTRACT FOR C.P. # 858 – ARROYO DRIVE IMPROVEMENTS PROJECT FROM ASTRA DRIVE TO ROSE GLEN AVENUE, (FY 2019/20), RFP NO. 18-28 TO SEQUEL CONTRACTORS, INC.

RECOMMENDED ACTION: It is recommended that the City Council:

1) Award a Construction Contract for C.P. # 858 – Arroyo Drive Improvements Project (“The Project”) from Astra Drive to Rose Glen Avenue (FY 2016/2017 and RFP No. 18-28) in the amount of \$984,215.00 to Sequel Contractors, Inc.;

2) Authorize the Director of Public Works to review and approve change orders within a 10% contingency of the contract amount as recommended by the City Engineer; and

3) Authorize the City Manager to execute the Contract Agreement, on behalf of the City.

18. CITY OF MONTEBELLO WATER SYSTEM REPAIRS AT 7709 TELEGRAPH ROAD

RECOMMENDED ACTION: It is recommended that the City Council:

That the City Council approve the recommended repairs to the City Water System at 7709 Telegraph Road in the amount of \$77,740, which includes a twenty-five percent (15%) repairs contingency and authorized the City Manager to execute the proposal from San Gabriel Valley Water Company (SGVWC) to coordinate and oversee the repairs, under the Water System Operations Agreement (Agreement No. 2883).

19. AWARD A CONTRACT TO FIESTA TAXI MONTEBELLO’S FOR DIAL-A-TAXI PROGRAM BID NO. (19-42)

RECOMMENDED ACTION: It is recommended that the City Council:

1) Award a contract to Fiesta Taxi Cooperative, Inc. for the Dial-A-Taxi Program for a total project cost not to exceed four hundred twenty-nine dollars and no cents (\$429,000.00); and

2) Authorize the City Manager to execute a contract on behalf of the City.

20. AWARD A CONTRACT TO PCM GOV. INC., FOR MODEM PARTS FOR BID NO. (RFQ-19-41)

RECOMMENDED ACTION: It is recommended that the City Council:

1) Award a contract to PCMG, Inc. dba “PCM Gov. Inc.” for Modem Parts for a total cost not to exceed one hundred sixty-one thousand, five hundred fifty-seven dollars and ninety seven cents (\$161,557.97); and

2) Authorize the City Manager to execute a Contract on behalf of the City; and

3) Adopt Resolution appropriating \$108,086 CalOES fund balance to fund the cost of this project.

21. AWARD A PROFESSIONAL SERVICES CONTRACT FOR PARK FACILITIES MASTER PLAN (PFMP) AND FACILITIES NEEDS ASSESSMENT (FNA), RFP #19-56

RECOMMENDED ACTION: It is recommended that the City Council:

1) Award a Professional Services Agreement to KTUA in the amount not-to-exceed \$383,749 for the development of a Park Facilities Master Plan (PFMP) and Facility Needs Assessment (FNA); and

2) Authorize the City Manager to execute an agreement on behalf of the City.

22. RESOLUTION OF THE CITY OF MONTEBELLO APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

RECOMMENDED ACTION: It is recommended that the City Council:

Adopt and approve a resolution approving the blanket authority to file applications for grant funds from the Los Angeles County Regional Park and Open Space District (RPOSD) for Measure A funding for projects and programs.

23. ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ELECTING TO BECOME SUBJECT TO THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES SET FORTH IN THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT AND CONCURRENTLY CONDUCT A PUBLIC HEARING AND INTRODUCE ON FIRST READING AN ORDINANCE AMENDING CHAPTER 3.20 OF THE MONTEBELLO MUNICIPAL CODE TO REVISE THE PURCHASING SYSTEM AND PROVIDE BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

RECOMMENDED ACTION: It is recommended that the City Council:

1) Adopt a Resolution electing for the City to become subject to uniform public construction cost accounting procedures set forth in the Uniform Public Construction Cost Accounting Act ("UPCCA" or the "Act"); and

2) Directing the City Clerk to notify the State Controller of this election; and

3) Introduce and conduct a first reading of an ordinance amending the City of Montebello Municipal Code to revise Chapter 3.20 outlining the informal bidding procedures pursuant to the requirements of the Uniform Public Construction Cost Accounting Act.

24. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED FEBRUARY 12, 2020

RECOMMENDED ACTION: It is recommended that the City Council:

(1) Adopt the proposed resolution approving the Warrant Register dated February 12, 2020.

25. PUBLIC ORALS – IF NEEDED

26. INTERGOVERNMENTAL AGENCY MEETINGS UPDATE

COUNCIL ORALS

27. MAYOR PRO TEM COBOS-CAWTHORNE

None.

28. COUNCILMEMBER JIMENEZ

None.

29. COUNCILMEMBER TORRES

- a. Urban forest triage and management plan
- b. Augmenting Montebello Police Department crime prevention and detection vis-a-vis government monitoring and community collaboration

30. COUNCILMEMBER HADJINIAN

None.

31. MAYOR MELENDEZ

Updates on committees/conferences.

ADJOURNMENT

NOTES

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: René Bobadilla, City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: Request for Qualifications for Design and Engineering Services for Beach Street Improvement Project (RFP No. 20-2)

DATE: February 12, 2020

RECOMMENDATION

It is recommended that the City Council authorize City Staff to issue a Request for Qualifications for Design and Engineering Services for Beach Street Improvement Project.

BACKGROUND

As part of the FY 2018/19 Capital Improvement Program (CIP) Budget, the City Council appropriated \$1,036,224 in Road Maintenance Rehabilitation Account (RMRA) Funds for street improvements on Beach Street from Vail Avenue to 3rd Street (The Project). The Project includes street resurfacing, concrete repairs (sidewalk, ADA ramps, driveways, curb & gutter, etc.), pavement restriping, tree planting, manhole utility adjustments, etc.

ANALYSIS

In order to proceed with The Project, it is necessary to first hire an engineering firm to design and prepare plans and specifications, contract documents and drawings that will be used by a construction contractor to construct the improvements. Additionally, the plans and specifications will be used by a Construction Manager and Public Works Inspector to ensure that the work is completed in the manner designed.

FISCAL IMPACTS

The approval of the issuance of the request for qualifications will not impact the General Fund. The services (design, construction and inspection) required for The Project will be funded by the \$1,036,244 in RMRA Funds already budgeted in the CIP Budget, in Account No. 201-99-6040.10 100.407.10.

ITEM #

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 12, 2020

CONSIDER REQUEST FOR QUALIFICATIONS FOR DESIGN AND ENGINEERING SERVICES FOR BEACH STREET IMPROVEMENT PROJECT (RFP NO. 20-2)

Page 2 of 2

SUMMARY

The City Council will consider authorizing City Staff to issue a Request for Qualifications for Design and Engineering Services for Beach Street Improvement Project. (RFQ No. 20-2).

ATTACHMENTS

Request for Proposals (RFQ No. 20-2)

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR DESIGN AND ENGINEERING SERVICES**

FOR

**BEACH STREET PAVEMENT AND STORM DRAIN REHABILITATION PROJECT
(FROM VAIL AVENUE TO 3RD STREET)
IN THE CITY OF MONTEBELLO
February 12, 2020**

In order to be considered in the selection process, interested parties shall submit an electronic proposal via PlanetBids no later than **5:00PM. March 5, 2020** to:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640
E-mail: dbatson@cityofmontebello.com;
T: (323) 887-1462

Late proposals will not be accepted.

All inquiries to this RFP must be submitted in writing via PlanetBids or e-mail.

INTRODUCTION AND PROJECT DESCRIPTION

The City of Montebello is soliciting Proposals (hereinafter referred to as RFQ) from qualified firms to provide **Design and Engineering Services** in connection with **Beach Street Pavement and Storm Drain Rehabilitation Project**.

Project

As part of the City's Capital Improvement Program Budget, the City has allocated \$1,036,224 in SB1/RMRA Funds (Road Maintenance and Rehabilitation Account) for pavement rehabilitation, concrete repairs (ADA ramps, curb & gutter, and driveway aprons), tree planting, utility adjustment, traffic signal loops replacement, pavement markings, and other-related improvements. The project will also involve the reconstruction of the existing storm drain on Beach Blvd, between 4th Street and Bluff Road (or potentially to the Rio Hondo River, which appears to be undersized). Additionally, if funds permit the project will also involve the installation of an underground storm drain connecting 3rd Street and 4th Street. The project must comply with all relevant federal and state laws, regulations policies, and procedures. Expenditure authority for RMRA funding is government by Article XIX of the California Constitution; Revenue and Taxation Code, Division 2, Part 5, Chapter 6, section 11051; and Streets and Highways Code, Chapter 2, Divisions 3, section 2030 (b). Program requirements include Street and Highways Code section 2034, 2036, 2037, and 2038. The project will be administered in accordance with SR2S Program Guidelines (LLP 02-001 latest edition). The project shall meet all relevant State laws and requirements including the California Environmental Quality Act (CEQA) and constructed in accordance with the Local Assistance Procedures Manual (LAPM) and the City's Quality Assurance Program (QAP). The Project does not involve any federal funding.

SCOPE OF WORK

The scope of work for the Project includes providing all necessary services to adequately design and inspect and test all phases of the construction and installation work, in compliance with applicable requirements of the funding program. The scope of work provided in this RFQ shall be used as a guideline; however, it is the consultant's responsibility to provide all necessary services to ensure the project is completed efficiently and in full compliance with applicable requirements of the funding program.

The following is the anticipated scope of services to be provided by for design and engineering services:

- Provide all services necessary to prepare and complete plans, specifications and estimates (PS&E) and contract documents and drawings, etc., including surveying, geotechnical services/testing and compliance with Federal, State, Regional and City regulations, CEQA and all project funding sources/requirements and the latest edition of the Greenbook.
- Function as City Engineer's Extension, and provide all necessary services, to prepare a complete project PS&E, drawings and contract documents required for the successful completion and delivery of the project to the City.
- Review and inspect project area to confirm and document project improvements, utility locations, and appurtenances in the project area.
- Prepare CAD drawings and at the end of the project provide drawings in electronic format to the City.
- Review existing street improvements, infrastructure and utility plans, including as-builts, in the project area.
- Ensure that all federal, state, and local project permit requirements are followed.
- Coordinate with utilities and ensure responses to inquiries regarding their overhead and underground infrastructure system in the project area. Review, collect and maintain utility responses.
- Develop a project schedule and milestones
- Review and provide responses to all PS&E request for information (RFI) during the project bidding process and construction, as needed.
- Attend the pre-construction meeting and other meetings, as needed.
- Deliver final and complete project documents to the City all applicable codes, standards and requirements
- Assist in preparing and submitting to the City a complete project close-out file.

GENERAL TERMS AND CONDITIONS

Attachment 1 contains a copy of the anticipated contract the selected consultant will be required to sign for this project. Each prospective consultant is expected to review the general terms and conditions and acknowledge their acceptance of Attachment 1 (or their objections to specific parts of Attachment 1) as a mechanism to expedite the contract negotiation process.

CONSULTANT SELECTION

The City will evaluate the proposals submitted, and select the most qualified consultant for the project. The proposals will be evaluated based upon several factors. These factors include the format, organization, and presentation of the proposal, the qualification and experience of the project staff, and the experience in the processes and procedures of the involved regulations. In evaluating the proposals, the City will consider the following factors:

- Completeness of the Proposals and compliance with the required format.
- Project understanding, scope and approach to develop the project efficiently.
- Knowledge in Public Agency Procedures and Requirements.
- Experience in street improvement design and preparation of PS&E and contract documents for similar projects.
- Experience and qualifications of the firm and the project team members.
- Experience in Public Contract Procedures, Requirements, Laws and Construction Claims.
- Experience in the funding requirements and process to be followed.
- Experience in working as an extension of City staff and providing turn-key services in similar capacities with minimal direction from City staff. Experience as working Contract City Engineer and Inspector.
- References and performance records on similar assignments.

The City will negotiate final scope and fee with the most qualified consultant.

REQUIRED FORMAT FOR PROPOSAL SUBMITTAL

Proposals shall not exceed 25 pages in length, and shall include the following information:

- Cover Letter: Not to exceed 2 pages (not counted as part of 25 page limit).
 - Table of Contents (not counted as part of 25 page limit).
- A. Scope of Work:** The Consultant shall include in its proposal a detailed scope of work and understanding of the process to undertake such complex projects and complete it in compliance with all applicable rules, regulations, standards and requirements.
- B. Project Staff Qualifications:** Provide an organization chart showing the names and responsibilities of key personnel. It is important that the key project team members have served public agencies in various capacities, and are accustomed to working with governmental agencies, and have good understanding of public agency issues, procedures, and policies. The City is looking for a qualified team that can provide turn-key services, and be the single Point of Responsible Party representing the City in all aspects of the project. Provide resumes of key personnel identified in the organization chart.
- C. References:** Provide 3 public agency references for past similar projects.
- D. Company Qualifications:** Provide a summary of your firm's general qualifications and service capabilities.
- **Fee Proposal:** Provide a schedule of hourly rates that will be charged to perform services. The City will select the most qualified consultant, and then negotiate a final scope and fee. For information purposes, the following is provided. When final fee and scope is negotiated with the selected consultant.

PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFQ

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP.

The City reserves the right to amend, withdraw and cancel this RFQ. The City reserves the right to reject all responses to this request at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all proposals.

Attachment 1: City Standard Contract

ATTACHMENT 1 – City Standard Professional Services Agreement

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN
CITY OF MONTEBELLO
AND
_____**

THIS AGREEMENT ("Agreement") is made and entered into on _____, **2020**, 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 _____ services 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 _____ in the City of Montebello (insert date issued) ("Request for Qualifications"), 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 to provide _____ services as set forth fully in the Request for Qualifications, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be 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 _____ from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to _____ extensions 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 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 \$1,000,000 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 of 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:

Name and Title of Department Head
_____ Department

City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

E-mail: _____

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

Rene Bobadilla
City Manager

Name
Title of Representative

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Irma Barajas
City Clerk

Arnold Alvarez-Glasman
City Attorney

Exhibit “A”

Request for Qualifications for _____ Services

Exhibit “B”
Schedule of Compensation

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: René Bobadilla, City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: Request for Proposals for Public Works Inspection and Construction Management Services for Beverly Boulevard Street Improvement Project (RFQ No. 20-6)

DATE: February 12, 2020

RECOMMENDATION

It is recommended that the City Council authorize City Staff to issue a Request for Qualifications for Public Works Inspection and Construction Management Services for Beverly Boulevard Street Improvement Project.

BACKGROUND

As part of the FY 2017/18 Capital Improvement Program (CIP) Budget and an additional funding resolution approved at this meeting tonight, the City Council appropriated \$1,043,130 in Prop C Funds for street improvements on Beverly Boulevard from 21st Street to Howard Avenue (The Project). The Project includes street resurfacing, concrete repairs (sidewalk, ADA ramps, driveways, curb & gutter, etc.), pavement restriping, manhole utility adjustments, etc.

ANALYSIS

In order to proceed with The Project, it is necessary to hire a firm that can provide Public Works Inspection and Construction Management Services to ensure that the construction contractor performs all proposed improvements are completed in accordance with the approved plans and specifications, contract documents and drawings. Additionally, the plans and specifications will be used by a construction manager and public works inspectors to ensure that the work is completed in the manner designed.

FISCAL IMPACTS

The approval of the issuance of the request for proposals will not impact the General Fund. The services requested in the request for proposals and for The Project will be

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 12, 2020

CONSIDER REQUEST FOR PROPOSALS FOR PUBLIC WORKS INSPECTION AND CONSTRUCTION MANAGEMENT SERVICES FOR BEVERLY BOULEVARD STREET IMPROVEMENT PROJECT (RFQ NO. 20-6)

Page 2 of 2

funded by the \$1,043,130 in funds already budgeted in the CIP Budget. Additionally, funds for The Project are allocated in Account Number 215-99-6040.10 (Prop C Funds).

SUMMARY

The City Council will consider authorizing City Staff to issue a Request for Qualifications for Public Works Inspection and Construction Management Services for Beverly Boulevard Street Improvement Project. (RFQ No. 20-6).

ATTACHMENTS

Request for Proposals (RFP No. 20-6)

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR PUBLIC WORKS INSPECTION AND CONSTRUCTION MANAGEMENT SERVICES**

FOR

**BEVERLY BOULEVARD IMPROVEMENT PROJECT
(FROM 21ST STREET TO HOWARD AVENUE)
IN THE CITY OF MONTEBELLO
February 12, 2020**

In order to be considered in the selection process, interested parties shall submit an electronic proposal via the PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) no later than **5:00pm, March 5, 2020**.

Late proposals will not be accepted.

All inquiries must be submitted in writing via the PlanetBids Portal by 12:00 noon, March 5, 2019.

INTRODUCTION AND PROJECT DESCRIPTION

The City of Montebello is soliciting Proposals (hereinafter referred to as RFQ) from qualified firms to provide **Public Works Inspection and Construction Management Services** in connection with **Beverly Boulevard Improvement Project**.

Project

As part of the City's Capital Improvement Program Budget, the City of Montebello has allocated \$1,043,130 in Prop C Funds for pavement rehabilitation, concrete repairs (ADA ramps, curb & gutter, and driveway aprons), storm drain improvements, utility adjustment, traffic signal loops, pavement markings, and other-related improvements. A construction contract in the amount of \$739,951.20 has been awarded to the lowest responsive and responsible bidder. The project approximate limits are from 21st Street to Howard Avenue. The project must comply with all relevant federal and state laws, regulations policies, procedures and Prop C Funds program expenditure requirements. The project shall meet all relevant State laws and requirements including the California Environmental Quality Act (CEQA) and constructed in accordance with the Local Assistance Procedures Manual (LAPM) and the City's Quality Assurance Program (QAP). The Project does not involve federal funding.

SCOPE OF WORK

The scope of work for the Project includes providing all necessary services to adequately inspect and oversee all aspects of the construction and installation of the proposed improvements, including public works inspection services and construction management services in compliance with applicable requirements of the funding program. The scope of work provided in this RFQ shall be used as a guideline; however, it is the consultant's responsibility to provide all necessary services to ensure the Project is completed efficiently and in full compliance with applicable requirements of the funding program and the Project's Plan, Specifications and Estimates (PS&E). The scope of work will require providing a Public Works Inspector and a Construction Manager.

The following is the anticipated scope of services to be provided by for Public Works Inspection Services:

- Provide a Public Works Inspector as necessary to coordinate and manage all aspects of the construction work.
- Function as City Engineer's Extension, and provide all necessary services, including inspection during construction for compliance with all applicable codes, and review and approval of all shop drawings during construction.
- Coordinate any "Specialty Inspection and Testing" for pavement/materials that may be required per the PS&E.

- Assist in the development and review of a master construction schedule, and monitoring and updating construction schedule.
- Review of contractor's construction survey and staking.
- Site inspection of all necessary construction components.
- Inspection and reports for maintenance of traffic during construction.
- Public involvement and notification. Ensure that all notices (including no parking notification) are posted or distributed in accordance with the project's Plans and Specifications. Ensure contractor's coordinate with local residents, schools and businesses, and attendance of public meetings related to the project.
- Review, collect and maintain materials receipts and log.
- Ensure that all federal, state, and local project permit requirements are followed.
- Ensure utility coordination.
- Schedule regular site meetings (if required).
- Maintain inspection related documentation which shall include daily reports, inspection memos, notice of noncompliance, logs, project photos, and as-built drawings per latest edition of the Greenbook Standards.
- Review contractor change order requests, and prepare necessary documentation for submittal and approval or denial by the City.
- Review contractor's pay requests and prepare necessary documentation for submittal and approval by the City.
- Manage all construction activities and project controls.
- Conduct project walk-through(s) and preparing punch list(s).
- Maintain proper project files and documentation.
- Coordinate close out of the project,
- Deliver a final completed project to the City which is in compliance with PS&E package, and all applicable codes, standards and requirements
- Present to the City a complete project close-out file.

The following is the anticipated scope of services to be provided by for Construction Management Services:

- Coordinate project construction with City staff, Public Works Inspector and selected construction contractor.
- Function as City Engineer's Extension, and provide all necessary services, including project oversight and review of project schedule and expenditures per LAPM AND City's QAP.
- Review contract plans and specifications for constructability, and make recommendations for necessary or desirable changes.
- Participate in pre-construction meetings and other meetings required and take and distribute accurate and complete minutes.
- Coordinate any "Public Works Inspector" overseeing construction work. (NOTE: The City may award a separate contract with a public works inspection firm if such services cannot be provided by the consultant).
- Review the contractor's schedule for conformance to the specifications, logic, tasks definition and duration, critical activities, submittal review, material procurement, and coordination with other contracts.
- Review monthly updates included schedule, variance reports, and material status.
- Review the contractor's procurement schedule and prepare written responses.
- Review, analyze, and respond to all requests for information, change order, and/or extensions of contract time.
- Submit recommendation on construction issues which include considerations of time and budget impacts, possible compensable delays, and possible mitigations.
- Prepare and maintain a master log of contractor's submittals, RFI's and change order requests.
- Assist the City in resolution of construction conflicts arising from design conflicts, clarifications, or issues, contract coordination, etc.
- Review the contractor's staffing and equipment, and submit written report and recommendations.
- Maintain a daily log of all constructions activities, contractors, subcontractors, including visits, meetings, progress, manpower, equipment, weather, delays, and material deliveries.
- Conduct regular meetings with the contractor. Prepare and distribute meeting minutes.
- Coordinate with all necessary regulatory agencies and municipalities involved with the project.
- Document and resolve unanticipated field conditions, disputes, and claims in accordance with Project PS&E and any applicable laws/regulations.
- Monitor and verify the contractor's preparation of record drawings and as-built plans.
- Attend meetings with the contractor to resolve disputes or proposed change orders. Identify the potential for future conflicts, or change orders or claims.
- Review all contractor submittals and material testing as required by the Project P&SE, LAPM and QAP. Provide all findings and results to the Public Works Inspector and City's Engineer.
- Collect, document and maintain all samples and testing per the LAPM and QAP.
- Provide complete written documentation, including log, lab results and corrections of all submittals and material

testing services per the LAPM and QAP.

- Provide the required staff, equipment and transportation for all requested site visits.
- Ensure that all federal, state, and local requirements related to testing services are followed.
- Maintain proper project files and documentation.
- Present to the City a complete project close-out file.

GENERAL TERMS AND CONDITIONS

Attachment 1 contains a copy of the anticipated professional services agreement the selected consultant will be required to sign for this project. Each prospective consultant is expected to review the general terms and conditions and acknowledge their acceptance of Attachment 1 (or their objections to specific parts of Attachment 1) as a mechanism to expedite the contract negotiation process.

CONSULTANT SELECTION

The City will evaluate the proposals submitted, and select the most qualified consultant for the project. The proposals will be evaluated based upon several factors. These factors include the format, organization, and presentation of the proposal, the qualification and experience of the project staff, and the experience in the processes and procedures of the involved regulations. In evaluating the proposals, the City will consider the following factors:

- Completeness of the Proposals and compliance with the required format.
- Project understanding, scope and approach to develop the project efficiently.
- Knowledge in Public Agency Procedures and Requirements.
- Experience in managing and inspection of similar projects.
- Experience and qualifications of the firm and the project team members.
- Experience in Public Contract Procedures, Requirements, Laws and Construction Claims.
- Experience in the funding requirements and process to be followed.
- Experience in working as an extension of City staff and providing turn-key services in similar capacities with minimal direction from City staff. Experience as working Public Works Inspector for a public agency.
- References and performance records on similar assignments.

The City will negotiate final scope and fee with the most qualified consultant.

REQUIRED FORMAT FOR PROPOSAL SUBMITTAL

Proposals shall not exceed 25 pages in length, and shall include the following information:

- Cover Letter: Not to exceed 2 pages (not counted as part of 25 page limit).
- Table of Contents (not counted as part of 25 page limit).
- A. Scope of Work:** The Consultant shall include in its proposal a detailed scope of work and understanding of the process to undertake such complex projects and complete it in compliance with all applicable rules, regulations, standards and requirements.
- B. Project Staff Qualifications:** Provide an organization chart showing the names and responsibilities of key personnel. It is important that the key project team members have served public agencies in various capacities, and are accustomed to working with governmental agencies, and have good understanding of public agency issues, procedures, and policies. The City is looking for a qualified team that can provide turn-key services, and be the single Point of Responsible Party representing the City in all aspects of the project. Provide resumes of key personnel identified in the organization chart.
- C. References:** Provide 3 public agency references for past similar projects.

D. Company Qualifications: Provide a summary of your firm's general qualifications and service capabilities.

- **Fee Proposal:** Provide a schedule of hourly rates that will be charged to perform services. The City will select the most qualified consultant, and then negotiate a final scope and fee. For information purposes, the following is provided. When final fee and scope is negotiated with the selected consultant.

PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFQ

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP.

The City reserves the right to amend, withdraw and cancel this RFQ. The City reserves the right to reject all responses to this request at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all proposals.

Attachment 1: City Standard Professional Services Agreement

ATTACHMENT 1 – City Standard Professional Services Agreement

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN
CITY OF MONTEBELLO
AND
_____**

THIS AGREEMENT ("Agreement") is made and entered into on _____, **2020**, 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 _____ services 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 Qualifications for _____ in the City of Montebello (insert date issued) ("Request for Qualifications"), 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 to provide _____ services as set forth fully in the Request for Qualifications, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be 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 _____ from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to _____ extensions 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 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 \$1,000,000 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 of 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:

Name and Title of Department Head
_____ Department

City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

E-mail: _____

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

Rene Bobadilla
City Manager

Name
Title of Representative

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Irma Barajas
City Clerk

Arnold Alvarez-Glasman
City Attorney

Exhibit "A"

Request for Qualifications for _____ Services

Exhibit “B”
Schedule of Compensation

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: René Bobadilla, City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: Request for Proposals for Public Works Inspection and Construction Management Services for Arroyo Drive Improvement Project (RFP No. 20-5)

DATE: February 12, 2020

RECOMMENDATION

It is recommended that the City Council authorize City Staff to issue a Request for Proposals for Public Works Inspection and Construction Management Services for Arroyo Drive Improvement Project.

BACKGROUND

As part of the FY 2016/17 Capital Improvement Program (CIP) Budget and an additional funding resolution approved in FY 2019/20, the City Council appropriated \$1,209,045 in Measure R Funds (\$146,045) and Surface Transportation Program – Local (STPL) Funds (\$1,036,000) for street improvements on Arroyo Drive from Astra Avenue to Rose Glen Avenue (The Project). The Project includes street resurfacing, concrete repairs (sidewalk, ADA ramps, driveways, curb & gutter, etc.), storm drain improvements, pavement restriping, manhole utility adjustments, etc.

ANALYSIS

In order to proceed with The Project, it is necessary to hire a firm that can provide Public Works Inspection and Construction Management Services to ensure that the construction contractor performs all proposed improvements are completed in accordance with the approved plans and specifications, contract documents and drawings. Additionally, the plans and specifications will be used by a Construction Manager and Public Works Inspector to ensure that the work is completed in the manner designed.

FISCAL IMPACTS

The approval of the issuance of the request for proposals will not impact the General Fund. The services requested by request for proposals and The Project will be funded by

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 12, 2020

CONSIDER REQUEST FOR PROPOSALS FOR PUBLIC WORKS INSPECTION AND CONSTRUCTION MANAGEMENT SERVICES FOR ARROYO DRIVE IMPROVEMENT PROJECT (RFP NO. 20-5)

Page 2 of 2

the \$1,239,085 in funds budgeted in the CIP Budget, including an appropriation of \$30,040. The Project will be entirely funded by Measure R Funds (\$146,045) and STPL Funds (\$1,036,000) and Prop C Funds (\$30,309.50) – if the Resolution of Appropriation reallocating all funds from Montebello Boulevard (Paramount to Plaza) is approved. Funds for The Project are allocated in Account Numbers 220-99-6040.10 (Measure R) and 205-3005-201-074-6040.10 (STPL Funds) and Prop C 215-99-6040.10.

SUMMARY

The City Council will consider authorizing City Staff to issue a Request for Proposals for Public Works Inspection and Construction Management Services for Arroyo Drive Improvement Project. (RFP No. 20-5).

ATTACHMENTS

Request for Proposals (RFP No. 20-5)

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR PUBLIC WORKS INSPECTION AND CONSTRUCTION MANAGEMENT SERVICES**

FOR

**ARROYO DRIVE IMPROVEMENT PROJECT
(FROM ASTRA AVENUE TO ROSE GLEND AVENUE)
IN THE CITY OF MONTEBELLO
February 12, 2020**

In order to be considered in the selection process, interested parties shall submit an electronic proposal via the PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) no later than **5:00pm, March 5, 2020**.

Late proposals will not be accepted.

All inquiries must be submitted in writing via the PlanetBids Portal by 12:00 noon, March 5, 2019.

INTRODUCTION AND PROJECT DESCRIPTION

The City of Montebello is soliciting Proposals (hereinafter referred to as RFP) from qualified firms to provide **Public Works Inspection and Construction Management Services** in connection with **Arroyo Drive Improvement Project**.

Project

As part of the City's Capital Improvement Program Budget, the City of Montebello has allocated \$1,239,085 [Measure R - \$146,045, STPL Funds - \$1,063,000 and Prop C – 30,040] for pavement rehabilitation, concrete repairs (ADA ramps, curb & gutter, and driveway aprons), storm drain improvements, utility adjustment, traffic signal loops, pavement markings, and other-related improvements. The project approximate limits are from Astra Avenue to Rose Glen Avenue. The project must comply with all relevant federal and state laws, regulations policies, procedures and SPTL Funds program expenditure requirements. The project shall meet all relevant State laws and requirements including the California Environmental Quality Act (CEQA) and constructed in accordance with the Local Assistance Procedures Manual (LAPM) and the City's Quality Assurance Program (QAP). The Project does involve federal funding.

SCOPE OF WORK

The scope of work for the Project includes providing all necessary services to adequately inspect and oversee all aspects of the construction and installation of the proposed improvements, including public works inspection services and construction management services in compliance with applicable requirements of the funding program. The scope of work provided in this RFP shall be used as a guideline; however, it is the consultant's responsibility to provide all necessary services to ensure the Project is completed efficiently and in full compliance with applicable requirements of the funding program and the Project's Plan, Specifications and Estimates (PS&E). The scope of work will require providing a Public Works Inspector and a Construction Manager.

The following is the anticipated scope of services to be provided by for Public Works Inspection Services:

- Provide a Public Works Inspector as necessary to coordinate and manage all aspects of the construction work.
- Function as City Engineer's Extension, and provide all necessary services, including inspection during construction for compliance with all applicable codes, and review and approval of all shop drawings during construction.
- Coordinate any "Specialty Inspection and Testing" for pavement/materials that may be required per the PS&E.

- Assist in the development and review of a master construction schedule, and monitoring and updating construction schedule.
- Review of contractor's construction survey and staking.
- Site inspection of all necessary construction components.
- Inspection and reports for maintenance of traffic during construction.
- Public involvement and notification. Ensure that all notices (including no parking notification) are posted or distributed in accordance with the project's Plans and Specifications. Ensure contractor's coordinate with local residents, schools and businesses, and attendance of public meetings related to the project.
- Review, collect and maintain materials receipts and log.
- Ensure that all federal, state, and local project permit requirements are followed.
- Ensure utility coordination.
- Schedule regular site meetings (if required).
- Maintain inspection related documentation which shall include daily reports, inspection memos, notice of noncompliance, logs, project photos, and as-built drawings per latest edition of the Greenbook Standards.
- Review contractor change order requests, and prepare necessary documentation for submittal and approval or denial by the City.
- Review contractor's pay requests and prepare necessary documentation for submittal and approval by the City.
- Manage all construction activities and project controls.
- Conduct project walk-through(s) and preparing punch list(s).
- Maintain proper project files and documentation.
- Coordinate close out of the project,
- Deliver a final completed project to the City which is in compliance with PS&E package, and all applicable codes, standards and requirements
- Present to the City a complete project close-out file.

The following is the anticipated scope of services to be provided by for Construction Management Services:

- Coordinate project construction with City staff, Public Works Inspector and selected construction contractor.
- Function as City Engineer's Extension, and provide all necessary services, including project oversight and review of project schedule and expenditures per LAPM AND City's QAP.
- Review contract plans and specifications for constructability, and make recommendations for necessary or desirable changes.
- Participate in pre-construction meetings and other meetings required and take and distribute accurate and complete minutes.
- Coordinate any "Public Works Inspector" overseeing construction work. (NOTE: The City may award a separate contract with a public works inspection firm if such services cannot be provided by the consultant).
- Review the contractor's schedule for conformance to the specifications, logic, tasks definition and duration, critical activities, submittal review, material procurement, and coordination with other contracts.
- Review monthly updates included schedule, variance reports, and material status.
- Review the contractor's procurement schedule and prepare written responses.
- Review, analyze, and respond to all requests for information, change order, and/or extensions of contract time.
- Submit recommendation on construction issues which include considerations of time and budget impacts, possible compensable delays, and possible mitigations.
- Prepare and maintain a master log of contractor's submittals, RFI's and change order requests.
- Assist the City in resolution of construction conflicts arising from design conflicts, clarifications, or issues, contract coordination, etc.
- Review the contractor's staffing and equipment, and submit written report and recommendations.
- Maintain a daily log of all constructions activities, contractors, subcontractors, including visits, meetings, progress, manpower, equipment, weather, delays, and material deliveries.
- Conduct regular meetings with the contractor. Prepare and distribute meeting minutes.
- Coordinate with all necessary regulatory agencies and municipalities involved with the project.
- Document and resolve unanticipated field conditions, disputes, and claims in accordance with Project PS&E and any applicable laws/regulations.
- Monitor and verify the contractor's preparation of record drawings and as-built plans.
- Attend meetings with the contractor to resolve disputes or proposed change orders. Identify the potential for future conflicts, or change orders or claims.
- Review all contractor submittals and material testing as required by the Project P&SE, LAPM and QAP. Provide all findings and results to the Public Works Inspector and City's Engineer.
- Collect, document and maintain all samples and testing per the LAPM and QAP.
- Provide complete written documentation, including log, lab results and corrections of all submittals and material

testing services per the LAPM and QAP.

- Provide the required staff, equipment and transportation for all requested site visits.
- Ensure that all federal, state, and local requirements related to testing services are followed.
- Maintain proper project files and documentation.
- Present to the City a complete project close-out file.

GENERAL TERMS AND CONDITIONS

Attachment 1 contains a copy of the anticipated professional services agreement the selected consultant will be required to sign for this project. Each prospective consultant is expected to review the general terms and conditions and acknowledge their acceptance of Attachment 1 (or their objections to specific parts of Attachment 1) as a mechanism to expedite the contract negotiation process.

CONSULTANT SELECTION

The City will evaluate the proposals submitted, and select the most qualified consultant for the project. The proposals will be evaluated based upon several factors. These factors include the format, organization, and presentation of the proposal, the qualification and experience of the project staff, and the experience in the processes and procedures of the involved regulations. In evaluating the proposals, the City will consider the following factors:

- Completeness of the Proposals and compliance with the required format.
- Project understanding, scope and approach to develop the project efficiently.
- Knowledge in Public Agency Procedures and Requirements.
- Experience in managing and inspection of similar projects.
- Experience and qualifications of the firm and the project team members.
- Experience in Public Contract Procedures, Requirements, Laws and Construction Claims.
- Experience in the funding requirements and process to be followed.
- Experience in working as an extension of City staff and providing turn-key services in similar capacities with minimal direction from City staff. Experience as working Public Works Inspector for a public agency.
- References and performance records on similar assignments.

The City will negotiate final scope and fee with the most qualified consultant.

REQUIRED FORMAT FOR PROPOSAL SUBMITTAL

Proposals shall not exceed 25 pages in length, and shall include the following information:

- Cover Letter: Not to exceed 2 pages (not counted as part of 25 page limit).
- Table of Contents (not counted as part of 25 page limit).
- A. Scope of Work:** The Consultant shall include in its proposal a detailed scope of work and understanding of the process to undertake such complex projects and complete it in compliance with all applicable rules, regulations, standards and requirements.
- B. Project Staff Qualifications:** Provide an organization chart showing the names and responsibilities of key personnel. It is important that the key project team members have served public agencies in various capacities, and are accustomed to working with governmental agencies, and have good understanding of public agency issues, procedures, and policies. The City is looking for a qualified team that can provide turn-key services, and be the single Point of Responsible Party representing the City in all aspects of the project. Provide resumes of key personnel identified in the organization chart.
- C. References:** Provide 3 public agency references for past similar projects.

D. Company Qualifications: Provide a summary of your firm's general qualifications and service capabilities.

- **Fee Proposal:** Provide a schedule of hourly rates that will be charged to perform services. The City will select the most qualified consultant, and then negotiate a final scope and fee. For information purposes, the following is provided. When final fee and scope is negotiated with the selected consultant.

PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFQ

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFQ.

The City reserves the right to amend, withdraw and cancel this RFQ. The City reserves the right to reject all responses to this request at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all proposals.

Attachment 1: City Standard Professional Services Agreement

ATTACHMENT 1 – City Standard Professional Services Agreement

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN
CITY OF MONTEBELLO
AND
_____**

THIS AGREEMENT ("Agreement") is made and entered into on _____, **2020**, 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 _____ services 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 _____ in the City of Montebello (insert date issued) ("Request for Qualifications"), 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 to provide _____ services as set forth fully in the Request for Qualifications, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be 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 _____ from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to _____ extensions 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 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 \$1,000,000 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 of 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:

Name and Title of Department Head
_____ Department

City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

E-mail: _____

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

Rene Bobadilla
City Manager

Name
Title of Representative

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Irma Barajas
City Clerk

Arnold Alvarez-Glasman
City Attorney

Exhibit "A"

Request for Qualifications for _____ Services

Exhibit “B”
Schedule of Compensation

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

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: **Award a Construction Contract for C.P. # 866 – Beverly Boulevard Street Improvements Project From 21st Street to Howard Avenue (FY 2018/2019), RFP No. 19-25 to Gentry Brothers, Inc.**

DATE: February 12, 2020

RECOMMENDATION

That the City Council: 1) approve a Resolution of appropriation reallocating all funds from the proposed Montebello Boulevard Improvement Project (Paramount Boulevard to Plaza Drive) and reallocating the funds to other capital improvement projects to ensure adequate funding; 2) award a Construction Contract for C.P. # 866 – Beverly Boulevard Street Improvements Project (“The Project”) from 21st Street to Howard Avenue (FY 2018/2019 and RFP No. 19-25) in the amount of \$739,951.20 to Gentry Brothers, Inc.; 3) authorize the Director of Public Works to review and approve change orders within a 25% contingency of the contract amount as recommended by the City Engineer; and 4) authorize the City Manager to execute the Contract Agreement, on behalf of the City.

BACKGROUND

As part of FY 2017-2018 Capital Improvement Budget, a total of \$742,161 [Prop C - \$553,161 and Surface Transportation Program Local (STPL) Funds - \$189,000] was allocated for The Project including design, geotechnical investigation, topographic survey, project management, bidding process, construction management and inspection. In FY 2018/19, all STPL Funds were removed from The Project in order to fully fund Beverly Boulevard Improvement Project.

The Project includes removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling and repaving existing AC pavement streets, adjustment of utility covers, installation of pavement markings, curb painting, and installation of traffic loops.

On September 11, 2019, the City Council found the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA) and approved The Project plans and specifications as prepared by Infrastructure Engineers and authorized the Public Works Department to advertise The Project for public bidding.

ITEM #

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 12, 2020

CONSIDER AWARDING A CONSTRUCTION CONTRACT FOR C.P. # 866 – BEVERLY BOULEVARD STREET IMPROVEMENTS PROJECT FROM 21ST STREET TO HOWARD AVENUE (FY 2018/2019), RFP NO. 19-25 TO GENTRY BROTHERS, INC.

Page 2 of 3

The Notice Inviting Bids was published in local newspaper on September 19, 2019 and September 26, 2019, and for two weeks on the Green Sheets. The notice and the plans and specifications were posted on Planet Bids and available for review at the City Clerk's Office.

On October 7, 2019 at 11:10 AM, nine (9) bids were received and opened publicly, as follows:

Gentry Brothers, Inc.	\$739,951.20
Sequel Contractors, Inc.	\$776,661.00
Shawnan	\$835,702.00
All American Asphalt	\$838,629.40
Excel Paving Co.	\$838,766.00
Hardy & Harper, Inc.	\$850,000.00
Sully-Miller	\$856,000.00
ONYX Paving Co.	\$996,000.00
EBS	\$1,121,945.00

Gentry Brothers, Inc., submitted the lowest responsive bid in the amount of \$739,951.20. Staff checked the listed references and concluded that Gentry Brothers is a responsive bidder and reputable contractor, with a good history of work experience in these types of projects in Montebello and in the surrounding area; therefore, Gentry Brothers is the apparent lowest responsive and responsible bidder.

ANALYSIS

The total amount allocated for construction and administrative costs of this project on the FY 2018/19 CIP Budget is \$553,161. A summary of projected costs is as follows:

\$ 37,893.00	Design Phase (Plans, Specifications, & Estimate)
\$ 9,500.00	Topographical Survey
\$ 14,800.00	Construction/Project Management
\$ 12,500.00	Geotechnical Investigation
\$ 36,998.00	Public Works Inspection
\$ 6,500.00	Geotechnical Material Testing
\$ 739,951.20	Construction Contract Cost
<u>\$ 184,987.80</u>	<u>Contingency (25%)</u>
\$1,043,130.00	Total

FISCAL IMPACTS

In order to proceed with The Project, additional funding appropriation, in the amount of \$489,969, is required. Staff has prepared a Resolution of appropriation in order to fully fund the project, by removing all funding from a proposed new street improvement project (Montebello Boulevard - Paramount Boulevard to Plaza Drive), as said project can be

ITEM #

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 12, 2020

CONSIDER AWARDDING A CONSTRUCTION CONTRACT FOR C.P. # 866 – BEVERLY BOULEVARD STREET IMPROVEMENTS PROJECT FROM 21ST STREET TO HOWARD AVENUE (FY 2018/2019), RFP NO. 19-25 TO GENTRY BROTHERS, INC.

Page 3 of 3

completed in the future by using such funding as Road Maintenance Rehabilitation Act (RMRA) Funds and Prop A Funds or by using funds from the recently issued Street Improvement Bond. Additionally, the remaining funding of \$679,369 is needed to complete the improvements underway on the Montebello Boulevard Bike Lane and Sidewalk Project.

The table below shows Staff recommendation on the reallocation of funds.

Project Name	Current Appropriation	Project Name	Proposed Appropriation
Montebello Blvd (Paramount to Plaza)	\$1,169,338	Montebello Blvd (Paramount to Plaza)	\$0
Beverly Boulevard Street Improvements	\$ 553,161	Beverly Boulevard Street Improvements	\$1,043,130
Arroyo Drive Street Improvements Project (Astra to Rose Glen)	\$1,209,045	Arroyo Drive Street Improvements Project (Astra to Rose Glen)	\$1,239,085
Montebello Blvd Bike Lane & Sidewalk Project	\$6,969,727	Montebello Blvd Bike Lane & Sidewalk Project	\$7,619,056
TOTAL FUNDING	\$9,901,271	TOTAL FUNDING	\$9,901,271

Another reason that Staff is recommending removing all funding from said project (Montebello Boulevard – Paramount to Plaza) is to avoid any conflicts with improvements underway and proposed for the Montebello Hills Project. Finally, with the approval of the attached Resolution, funds for The Project will be allocated in Account Number 215-99-6040.10 (Prop C Funds).

SUMMARY

The City Council will consider: 1) approving a Resolution of appropriation reallocating all funds from the proposed Montebello Boulevard Improvement Project (Paramount Boulevard to Plaza Drive) and reallocating the funds to other capital improvement projects to ensure adequate funding; 2) award a Construction Contract for C.P. # 866 – Beverly Boulevard Street Improvements Project (“The Project”) from 21st Street to Howard Avenue (FY 2018/2019 and RFP No. 19-25) in the amount of \$739,951.20 to Gentry Brothers, Inc.; 3) authorize the Director of Public Works to review and approve change orders within a 25% contingency of the contract amount as recommended by the City Engineer; and 4) authorize the City Manager to execute the Contract Agreement, on behalf of the City.

ATTACHMENTS

Bid Summary
Contract Agreement
Resolution of Appropriation

BID SUMMARY
Beverly Boulevard Improvement Project From 21st Street to Howard Ave.
FY 2018-2019
CP 866, RFP#19-25
December 2, 2019

ITEM No.	BID ITEM	QTY.	UNITS	Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5	
				Gentrey Brothers		Sequel Contractors, Inc.		Shawnan		Excel Paving Co.		Hardy & Harper, Inc.	
				BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.
1	Mobilization/Demobilization (max 3% of total of all other prime contract bid items)	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 21,000.00	\$ 21,000.00	\$ 20,000.00	\$ 20,000.00
2	Traffic Control	1	LS	\$ 100,000.00	\$100,000.00	\$ 24,000.00	\$ 24,000.00	\$ 134,000.00	\$ 134,000.00	\$ 72,000.00	\$ 72,000.00	\$ 35,806.00	\$ 35,806.00
3	Sawcut and Remove Existing Concrete Sidewalk	504	SF	\$ 3.00	\$ 1,512.00	\$ 6.00	\$ 3,024.00	\$ 5.00	\$ 2,520.00	\$ 2.00	\$ 1,008.00	\$ 3.50	\$ 1,764.00
4	Sawcut and Remove Existing Concrete Curb and Gutter	172	LF	\$ 8.00	\$ 1,376.00	\$ 65.00	\$ 11,180.00	\$ 41.00	\$ 7,052.00	\$ 13.00	\$ 2,236.00	\$ 42.00	\$ 7,224.00
5	Sawcut and Remove Existing Concrete Cross Gutter and/or Spandrel	249	SF	\$ 4.00	\$ 996.00	\$ 12.00	\$ 2,988.00	\$ 7.00	\$ 1,743.00	\$ 5.00	\$ 1,245.00	\$ 12.00	\$ 2,988.00
6	Sawcut and Remove Existing Concrete Curb Ramp	32	EA	\$ 800.00	\$ 25,600.00	\$ 1,000.00	\$ 32,000.00	\$ 600.00	\$ 19,200.00	\$ 500.00	\$ 16,000.00	\$ 2,100.00	\$ 67,200.00
7	Prune Tree Roots and Install Root Barriers	5	EA	\$ 350.00	\$ 1,750.00	\$ 500.00	\$ 2,500.00	\$ 1,000.00	\$ 5,000.00	\$ 800.00	\$ 4,000.00	\$ 800.00	\$ 4,000.00
8	Cold Mill Existing AC Pavement 3" Deep	258,800	SF	\$ 0.25	\$ 64,700.00	\$ 0.37	\$ 95,756.00	\$ 0.50	\$ 129,400.00	\$ 0.38	\$ 98,344.00	\$ 0.37	\$ 95,756.00
9	Construct Concrete Sidewalk (4" Thick)	143	SF	\$ 6.00	\$ 858.00	\$ 15.00	\$ 2,145.00	\$ 20.00	\$ 2,860.00	\$ 12.00	\$ 1,716.00	\$ 9.00	\$ 1,287.00
10	Construct Concrete Curb & Gutter	172	LF	\$ 50.00	\$ 8,600.00	\$ 65.00	\$ 11,180.00	\$ 50.00	\$ 8,600.00	\$ 62.00	\$ 10,664.00	\$ 48.00	\$ 8,256.00
11	Construct Concrete Cross Gutter and/or Spandrel	249	SF	\$ 9.00	\$ 2,241.00	\$ 13.00	\$ 3,237.00	\$ 10.00	\$ 2,490.00	\$ 21.00	\$ 5,229.00	\$ 26.00	\$ 6,474.00
12	Construct Concrete Curb Ramp	32	EA	\$ 3,000.00	\$ 96,000.00	\$ 4,500.00	\$ 144,000.00	\$ 3,400.00	\$ 108,800.00	\$ 4,200.00	\$ 134,400.00	\$ 3,400.00	\$ 108,800.00
13	Construct Detectable Warning Surface on Existing Curb Ramp	1	EA	\$ 400.00	\$ 400.00	\$ 700.00	\$ 700.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 1,500.00	\$ 1,500.00
14	Provide and Place Crushed Miscellaneous Base (CMB)	78	TON	\$ 30.00	\$ 2,340.00	\$ 25.00	\$ 1,950.00	\$ 60.00	\$ 4,680.00	\$ 200.00	\$ 15,600.00	\$ 75.00	\$ 5,850.00
15	Construct Color Stamped Concrete in Median Island	361	SF	\$ 10.00	\$ 3,610.00	\$ 25.00	\$ 9,025.00	\$ 17.00	\$ 6,137.00	\$ 25.00	\$ 9,025.00	\$ 13.00	\$ 4,693.00
16	Construct Curb Drain	2	EA	\$ 250.00	\$ 500.00	\$ 300.00	\$ 600.00	\$ 800.00	\$ 1,600.00	\$ 3,500.00	\$ 7,000.00	\$ 1,650.00	\$ 3,300.00
17	Construct AC Overlay PG 64-10 (3" Thick)	4,832	TON	\$ 70.00	\$338,240.00	\$ 68.00	\$328,576.00	\$ 60.00	\$ 289,920.00	\$ 72.00	\$347,904.00	\$ 73.50	\$355,152.00
18	Adjust Existing Water Valve Cans and Covers to Finished Grade	40	EA	\$ 75.00	\$ 3,000.00	\$ 250.00	\$ 10,000.00	\$ 70.00	\$ 2,800.00	\$ 350.00	\$ 14,000.00	\$ 765.00	\$ 30,600.00
19	Adjust Existing Storm Drain/Sewer/Utility Manhole Frames and Covers to Finished Grade	30	EA	\$ 600.00	\$ 18,000.00	\$ 800.00	\$ 24,000.00	\$ 800.00	\$ 24,000.00	\$ 450.00	\$ 13,500.00	\$ 820.00	\$ 24,600.00
20	Adjust Traffic Signal/Street Light Pull Box to Finished Grade	3	EA	\$ 300.00	\$ 900.00	\$ 150.00	\$ 450.00	\$ 700.00	\$ 2,100.00	\$ 725.00	\$ 2,175.00	\$ 650.00	\$ 1,950.00
21	Adjust Existing Water Meter Box and Cover to Finished Grade	1	EA	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 400.00	\$ 400.00	\$ 600.00	\$ 600.00	\$ 800.00	\$ 800.00
22	Install Traffic Signal Loop Detectors, Type C, Type E, and Connect to DLC	39	EA	\$ 300.00	\$ 11,700.00	\$ 300.00	\$ 11,700.00	\$ 400.00	\$ 15,600.00	\$ 280.00	\$ 10,920.00	\$ 400.00	\$ 15,600.00
23	Traffic Striping, Markings Removal and Replacement, and Curb Painting	1	LS	\$ 22,528.20	\$ 22,528.20	\$ 18,000.00	\$ 18,000.00	\$ 35,000.00	\$ 35,000.00	\$ 22,000.00	\$ 22,000.00	\$ 20,000.00	\$ 20,000.00
24	Remove IISNS and Install Reflective Street Name Signs	9	EA	\$ 1,200.00	\$ 10,800.00	\$ 2,500.00	\$ 22,500.00	\$ 700.00	\$ 6,300.00	\$ 1,300.00	\$ 11,700.00	\$ 1,000.00	\$ 9,000.00
25	Install Public Improvement Project Signs	2	EA	\$ 600.00	\$ 1,200.00	\$ 1,000.00	\$ 2,000.00	\$ 800.00	\$ 1,600.00	\$ 800.00	\$ 1,600.00	\$ 1,200.00	\$ 2,400.00
26	Provide Construction Survey	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 14,000.00	\$ 14,000.00	\$ 15,000.00	\$ 15,000.00
TOTAL BASE BID					\$739,951.20		\$ 776,661.00		\$ 835,702.00		\$838,766.00		\$ 850,000.00

BID SUMMARY
Beverly Boulevard Improvement Project From 21st Street to Howard Ave.
FY 2018-2019
CP 866, RFP#19-25
December 2, 2019

ITEM No.	BID ITEM	QTY.	UNITS	Bidder No. 6		Bidder No. 7		Bidder No. 8		Bidder No. 9	
				All American Asphalt		Sully Miller		ONYX Paving Co.			
				BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.
1	Mobilization/Demobilization (max 3% of total of all other prime contract bid items)	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 22,636.00	\$ 22,636.00	\$ 27,572.68	\$ 27,572.68	\$ 32,650.00	\$ 32,650.00
2	Traffic Control	1	LS	\$ 47,800.00	\$ 47,800.00	\$ 30,600.00	\$ 30,600.00	\$ 111,000.00	\$ 111,000.00	\$ 29,000.00	\$ 29,000.00
3	Sawcut and Remove Existing Concrete Sidewalk	504	SF	\$ 3.00	\$ 1,512.00	\$ 7.50	\$ 3,780.00	\$ 5.00	\$ 2,520.00	\$ 5.50	\$ 2,772.00
4	Sawcut and Remove Existing Concrete Curb and Gutter	172	LF	\$ 32.00	\$ 5,504.00	\$ 30.00	\$ 5,160.00	\$ 27.00	\$ 4,644.00	\$ 28.00	\$ 4,816.00
5	Sawcut and Remove Existing Concrete Cross Gutter and/or Spandrel	249	SF	\$ 12.00	\$ 2,988.00	\$ 11.00	\$ 2,739.00	\$ 10.00	\$ 2,490.00	\$ 18.00	\$ 4,482.00
6	Sawcut and Remove Existing Concrete Curb Ramp	32	EA	\$ 1,330.00	\$ 42,560.00	\$ 700.00	\$ 22,400.00	\$ 1,000.00	\$ 32,000.00	\$ 2,940.00	\$ 94,080.00
7	Prune Tree Roots and Install Root Barriers	5	EA	\$ 790.00	\$ 3,950.00	\$ 950.00	\$ 4,750.00	\$ 2,000.00	\$ 10,000.00	\$ 852.00	\$ 4,260.00
8	Cold Mill Existing AC Pavement 3" Deep	258,800	SF	\$ 0.33	\$ 85,404.00	\$ 0.32	\$ 82,816.00	\$ 0.37	\$ 95,756.00	\$ 0.39	\$ 100,932.00
9	Construct Concrete Sidewalk (4" Thick)	143	SF	\$ 21.00	\$ 3,003.00	\$ 18.00	\$ 2,574.00	\$ 11.00	\$ 1,573.00	\$ 15.00	\$ 2,145.00
10	Construct Concrete Curb & Gutter	172	LF	\$ 60.00	\$ 10,320.00	\$ 45.00	\$ 7,740.00	\$ 55.00	\$ 9,460.00	\$ 32.00	\$ 5,504.00
11	Construct Concrete Cross Gutter and/or Spandrel	249	SF	\$ 22.00	\$ 5,478.00	\$ 28.00	\$ 6,972.00	\$ 27.00	\$ 6,723.00	\$ 14.00	\$ 3,466.00
12	Construct Concrete Curb Ramp	32	EA	\$ 3,360.00	\$ 107,520.00	\$ 3,400.00	\$ 108,800.00	\$ 3,700.00	\$ 118,400.00	\$ 2,310.00	\$ 73,920.00
13	Construct Detectable Warning Surface on Existing Curb Ramp	1	EA	\$ 1,160.00	\$ 1,160.00	\$ 1,250.00	\$ 1,250.00	\$ 1,500.00	\$ 1,500.00	\$ 780.00	\$ 780.00
14	Provide and Place Crushed Miscellaneous Base (CMB)	78	TON	\$ 139.00	\$ 10,842.00	\$ 60.00	\$ 4,680.00	\$ 250.00	\$ 19,500.00	\$ 335.00	\$ 26,130.00
15	Construct Color Stamped Concrete in Median Island	361	SF	\$ 35.00	\$ 12,635.00	\$ 14.00	\$ 5,054.00	\$ 37.00	\$ 13,357.00	\$ 9.00	\$ 3,249.00
16	Construct Curb Drain	2	EA	\$ 1,400.00	\$ 2,800.00	\$ 4,000.00	\$ 8,000.00	\$ 2,500.00	\$ 5,000.00	\$ 6,650.00	\$ 13,300.00
17	Construct AC Overlay PG 64-10 (3" Thick)	4,832	TON	\$ 76.70	\$ 370,614.40	\$ 82.00	\$ 396,224.00	\$ 76.76	\$ 370,904.32	\$ 123.00	\$ 594,336.00
18	Adjust Existing Water Valve Cans and Covers to Finished Grade	40	EA	\$ 357.00	\$ 14,280.00	\$ 750.00	\$ 30,000.00	\$ 100.00	\$ 4,000.00	\$ 725.00	\$ 29,000.00
19	Adjust Existing Storm Drain/Sewer/Utility Manhole Frames and Covers to Finished Grade	30	EA	\$ 1,065.00	\$ 31,950.00	\$ 950.00	\$ 28,500.00	\$ 1,500.00	\$ 45,000.00	\$ 775.00	\$ 23,250.00
20	Adjust Traffic Signal/Street Light Pull Box to Finished Grade	3	EA	\$ 736.00	\$ 2,208.00	\$ 1,100.00	\$ 3,300.00	\$ 1,500.00	\$ 4,500.00	\$ 330.00	\$ 990.00
21	Adjust Existing Water Meter Box and Cover to Finished Grade	1	EA	\$ 1,430.00	\$ 1,430.00	\$ 850.00	\$ 850.00	\$ 1,500.00	\$ 1,500.00	\$ 330.00	\$ 330.00
22	Install Traffic Signal Loop Detectors, Type C, Type E, and Connect to DLC	39	EA	\$ 289.00	\$ 11,271.00	\$ 425.00	\$ 16,575.00	\$ 500.00	\$ 19,500.00	\$ 412.00	\$ 16,068.00
23	Traffic Striping, Markings Removal and Replacement, and Curb Painting	1	LS	\$ 22,000.00	\$ 22,000.00	\$ 25,200.00	\$ 25,200.00	\$ 42,000.00	\$ 42,000.00	\$ 23,050.00	\$ 23,050.00
24	Remove Signs and Install Reflective Street Name Signs	9	EA	\$ 1,260.00	\$ 11,340.00	\$ 1,600.00	\$ 14,400.00	\$ 1,900.00	\$ 17,100.00	\$ 1,705.00	\$ 15,345.00
25	Install Public Improvement Project Signs	2	EA	\$ 1,830.00	\$ 3,660.00	\$ 2,500.00	\$ 5,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,610.00	\$ 3,220.00
26	Provide Construction Survey	1	LS	\$ 1,400.00	\$ 1,400.00	\$ 16,000.00	\$ 16,000.00	\$ 27,000.00	\$ 27,000.00	\$ 14,850.00	\$ 14,850.00
TOTAL BASE BID					\$ 838,629.40		\$ 856,000.00		\$ 996,000.00		\$ 1,121,945.00

CITY OF MONTEBELLO
CONTRACT AGREEMENT

FOR

**BEVERY BOULEVARD STREET IMPROVEMENTS PROJECT
FROM 21ST STREET TO HOWARD AVENUE**

**FY 2018/2019
PROJECT No. 100.404.10
C.P. No. 866
RFP # 19-25**

IN THE CITY OF MONTEBELLO

This Contract Agreement is made and entered into for the above stated project this **12 day of FEBRUARY, 2020**, BY AND BETWEEN the **City of Montebello**, as AGENCY, and **Gentry Brothers, Inc.**, as CONTRACTOR. WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, 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. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the unit or lump sum prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. 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

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

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.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder

ARTICLE VII

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

ARTICLE VIII

CONTRACTOR shall take and assume all responsibility for the work. CONTRACTOR shall bear all losses and damages directly or indirectly resulting to him, to the City, or to others on account of the performance under this contract, or the character of the work, accidents or any other causes whatsoever.

CONTRACTOR shall assume the defense and indemnify and save harmless the City, its officers, employees and Engineer from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from performance of this contract or work, regardless of responsibility for negligence; from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by this contract, or CONTRACTOR's performance thereunder, regardless of responsibility for negligence.

ARTICLE IX

STATE LABOR CODE. 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 and /or the requirements of the federal government and applicable federal wage rates.

The total contract price of this agreement is \$739,951.20 based on estimated quantities given on the Bid Sheet.

ARTICLE X

The total contract construction period for this project is **twenty-five (25) working days** from the effective date of Notice-to-Proceed to be issued by the AGENCY.

ARTICLE XI (PREVAILING WAGES)

(a) Contractor agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit no more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by a subcontractor.

(c) Contractor agrees to comply with the provisions of California Labor Code Section 1776 which requires Contractor and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(d) Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(e) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the City. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollar (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The Contractor may, with the approval of the City Engineer, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

For Daytime Work

- Week days (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.
- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(f) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or under self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Liquidated Damages: The liquidated damages value is hereby amended to be \$250.00 per day.

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties.

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 Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

CONTRACTOR: _____

(Title)

Contractor’s License No. _____

AGENCY Business License No. _____

Federal Tax Identification No.: _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

AGENCY: _____

Rene Bobadilla, City Manager

ATTESTED: _____

Irma Barajas, City Clerk,

City Clerk of the City of Montebello
Date _____

ATTESTED: _____

Arnold M. Glasman-Alvarez,

City Attorney of the City of Montebello

FAITHFUL PERFORMANCE BOND

FOR

**BEVERY BOULEVARD STREET IMPROVEMENTS PROJECT
FROM 21ST STREET TO HOWARD AVENUE**

**FY 2018/2019
PROJECT No. 100.404.10
C.P. No. 866
RFP # 19-25**

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 names, 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.

MATERIAL AND LABOR BOND

FOR

**BEVERY BOULEVARD STREET IMPROVEMENTS PROJECT
FROM 21ST STREET TO HOWARD AVENUE**

**FY 2018/2019
PROJECT No. 100.404.10
C.P. No. 866
RFP # 19-25**

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 fifty percent (50%) of the total contract amount for the above
stated project, for 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 or any subcontractor fails to pay for any labor or
material of any kind used in the performance of the work to be done under said contract, or fails
to submit amounts due under the State Unemployment Insurance Act with respect to said labor,
SURETY will pay for the same in an amount not exceeding the sum set forth above, which
amount shall inure to the benefit of all persons entitled to file claims under the State Code of
Civil Procedures; provided that any alteration made pursuant to the terms of the contract
documents shall not in any way release either CONTRACTOR or SURETY, and notice of said
alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, 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.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE TRANSFER OF FUNDS RELATED TO THE CITY CAPITAL
IMPROVEMENT PROGRAM**

WHEREAS, as part of the Fiscal Years 2016/17, 2017/18, 2018/19 and 2019/20 Capital Improvement Program Budgets, the City of Montebello City Council approved and appropriated certain funds for proposed street improvements, as shown below:

Beverly Boulevard Street Improvements –	\$ 553,161 Total (Prop C Funds)
Montebello Blvd Bike Lane & Sidewalk Project –	\$6,969,727 (Various Funds)
Arroyo Drive Street Improvements –	\$1,063,000 (STPL Funds)
	<u>\$ 146,045 (Measure R Funds)</u>
	\$1,209,045 Total
Montebello Blvd (Paramount to Plaza) –	\$ 919,338 (Prop C Funds)
	<u>\$ 250,000 (Prop A Funds)</u>
	\$1,169,338 Total

WHEREAS, the Beverly Boulevard Street Improvements Project, the Montebello Blvd Bike Lane & Sidewalk Project, and the Arroyo Drive Street Improvements Project require additional funds to complete and the Montebello Boulevard Street Improvements Project (Paramount to Plaza) can be postponed or deferred to a future year, the City desires to transfer all funds from the Montebello Boulevard Street Improvements Project (Paramount to Plaza) and use the funding to fully-fund and provide needed additional funds to three current projects (Beverly Blvd Street Improvements Project, Montebello Boulevard Bike Lane and Sidewalk Project and Arroyo Drive Street Improvements Project), as shown below:

Beverly Boulevard Street Improvements –	\$ 553,161 (Prop C Funds)
Additional funding –	<u>\$ 489,969 (Prop C Funds)</u>
	\$1,043,130 Total
Montebello Blvd Bike Lane & Sidewalk Project –	\$6,969,727 (Various Funds)
Additional funding –	\$ 399,329 (Prop C Funds)
Additional funding –	<u>\$ 250,000 (Prop A Funds)</u>
	\$7,619,056 Total
Arroyo Drive Street Improvements –	\$1,063,000 (Prop C Funds)
	\$ 146,045 (Measure R Funds)
Additional funding –	<u>\$ 30,040 (Prop C Funds)</u>
	\$1,239,085 Total
Montebello Blvd (Paramount to Plaza) –	\$0.00 Total (to be funded in the future)

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:

SECTION 1. Based on the fact that the Montebello Boulevard Street Improvements Project (Paramount Boulevard to Plaza Drive) is currently not needed and can be funded at a later time and the City desires to complete three other projects, all funding currently allocated to said project shall be transferred or reallocated to the Beverly Boulevard Street Improvements Project (21st Street to Howard Avenue), Arroyo Drive Street Improvement Project (Astra Avenue to Rose Glen Avenue) and Montebello Boulevard Bike Lane and Sidewalk Project, the City Council of the City of Montebello, California, hereby authorizes the Director of Finance to make the necessary funding appropriation and the Director of Public Works to submit the required documents to LACMTA reflecting the approved modifications.

SECTION 2. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED, AND ADOPTED this 12th day of February, 2020.

Salvador Melendez, Mayor

ATTEST

Irma Barajas, City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: **Award a Construction Contract for C.P. # 858 – Arroyo Drive Improvements Project From Astra Drive to Rose Glen Avenue, (FY 2019/20), RFP No. 18-28 to Sequel Contractors, Inc.**

DATE: February 12, 2020

RECOMMENDATION

That the City Council: 1) award a Construction Contract for C.P. # 858 – Arroyo Drive Improvements Project (“The Project”) from Astra Drive to Rose Glen Avenue (FY 2016/2017 and RFP No. 18-28) in the amount of \$984,215.00 to Sequel Contractors, Inc.; 2) authorize the Director of Public Works to review and approve change orders within a 10% contingency of the contract amount as recommended by the City Engineer; and 3) authorize the City Manager to execute the Contract Agreement, on behalf of the City.

BACKGROUND

As part of FY 2016/2017 Capital Improvement Program (CIP) Budget and an additional funding resolution approved in FY 2019/20, the City Council appropriated \$1,209,045 in Measure R Funds (\$146,045) and Surface Transportation Program –Local (STPL) Funds (\$1,063,000) for street improvements on Arroyo Drive from Astra Drive to Rose Glen Avenue (The Project). The Project includes street resurfacing, concrete repairs (sidewalk, ADA ramps, driveways, curb & gutter, etc.), storm drain improvements, pavement restriping, manhole utility adjustments, etc.

On December 18, 2019, the City Council found the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA) and approved The Project plans and specifications as prepared by Infrastructure Engineers and authorized the Public Works Department to advertise The Project for public bidding.

The Notice Inviting Bids was published in local newspaper on December 26, 2019 and January 2, 2020, and for two weeks on the Green Sheets. The notice and the plans and specifications were posted on Planet Bids and were available for review at the City Clerk’s Office.

ITEM #

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 12, 2020

CONSIDER AWARDING CONSTRUCTION CONTRACT FOR C.P. # 858 – ARROYO DRIVE IMPROVEMENTS PROJECT FROM ASTRA DRIVE TO ROSE GLEN AVENUE, (FY 2019/20), RFP NO. 18-28 TO SEQUEL CONTRACTORS, INC.

Page 2 of 3

On January 16, 2020 at 11:10 AM, nine (9) bids were received and opened publicly, as follows:

Sequel Contractors, Inc.	\$ 984,215.00
Hardy & Harper, Inc.	\$1,001,000.00
ONYX Paving Co. Inc.	\$1,066,000.00
Shawnan	\$1,092,205.00
Excel Paving Co.	\$1,116,979.00
All American Asphalt	\$1,236,777.00
EC Construction, Co.	\$1,237,302.00
Beadar Construction, Co.	\$1,378,700.00
EBS General Eng. Inc.	\$1,579,261.50

Sequel Contractors, Inc., submitted the lowest responsive bid in the amount of \$984,215.00. Staff checked the listed references and concluded that Gentry Brothers is a responsive bidder and reputable contractor, with a good history of work experience in these types of projects in Montebello and in the surrounding area; therefore, Sequel Contractors is the apparent lowest responsive and responsible bidder.

ANALYSIS

The total amount allocated for construction and administrative costs of this project on the FY 2018/19 CIP Budget is \$1,209,045. A summary of projected costs is as follows:

\$ 59,053.00	Design Phase (Plans, Specifications, & Estimate)
\$ 9,500.00	Topographical Survey
\$ 49,211.00	Construction Management / Inspection
\$ 12,500.00	Geotechnical Investigation
\$ 19,684.00	Project Management
\$ 6,500.00	Geotechnical Material Testing
\$ 984,215.00	Construction Contract Cost
\$ 98,422.00	Contingency (10%)
\$1,239,085.00	Total

Based on the above estimated project budget, The Project requires an additional funding appropriation of \$30,040.00. Staff is requesting, as part of a Resolution of Appropriation for the award of a construction contract for Beverly Boulevard Street Improvement Project (being considered tonight) that funds from Montebello Boulevard (Paramount to Plaza) be transferred/reallocated to three other projects, including The Project under consideration in this item. By approving the Resolution for Beverly Boulevard Street Improvement Project, the City Council will fully fund The Project (or Arroyo Drive Street Improvements Project).

ITEM

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 12, 2020

CONSIDER AWARDDING CONSTRUCTION CONTRACT FOR C.P. # 858 – ARROYO DRIVE IMPROVEMENTS PROJECT FROM ASTRA DRIVE TO ROSE GLEN AVENUE, (FY 2019/20), RFP NO. 18-28 TO SEQUEL CONTRACTORS, INC.

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FISCAL IMPACTS

The Project will be entirely funded by Measure R Funds (\$146,045) and STPL Funds (\$1,036,000) and Prop C Funds (\$30,309.50) – if the Resolution of Appropriation reallocating all funds from Montebello Boulevard (Paramount to Plaza) is approved. There are no anticipated fiscal impacts on the General Fund. Funds for The Project are allocated in Account Numbers 220-99-6040.10 (Measure R) and 205-3005-201-074-6040.10 (STPL Funds) and Prop C 215-99-6040.10.

SUMMARY

The City Council will consider: 1) awarding a Construction Contract for C.P. # 858 – Arroyo Drive Improvements Project (“The Project”) from Astra Drive to Rose Glen Avenue (FY 2016/2017 and RFP No. 18-28) in the amount of \$984,215.00 to Sequel Contractors, Inc.; 2) authorizing the Director of Public Works to review and approve change orders within a 10% contingency of the contract amount as recommended by the City Engineer; and 3) authorizing the City Manager to execute the Contract Agreement, on behalf of the City.

ATTACHMENTS

Bid Summary
Contract Agreement

BID SUMMARY													
Arroyo Drive Improvements Project From Astra Drive to Rose Glen Ave.													
FY 2018-2019													
CP 868, RFP#18-28													
January 10, 2020													
ITEM No.	BID ITEM	QTY.	UNITS	Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5	
				Sequel Contractors, Inc.		Hardy & Harper, Inc.		ONYX Paving Company Inc.		Shawnan		Ecel Paving Company	
				BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.
1	Mobilization/Demobilization (max 3% of total of all other prime contract bid items)	1	LS	\$ 14,000.00	\$ 14,000.00	\$ 20,500.00	\$ 20,500.00	\$ 21,000.00	\$ 21,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
2	Traffic Control	1	LS	\$ 22,800.00	\$ 22,800.00	\$ 73,773.00	\$ 73,773.00	\$ 96,000.00	\$ 96,000.00	#####	\$ 223,000.00	\$ 49,000.00	\$ 49,000.00
3	Sawcut and Remove Existing Concrete Sidewalk	4,100	SF	\$ 1.70	\$ 6,970.00	\$ 1.83	\$ 7,503.00	\$ 2.50	\$ 10,250.00	\$ 2.00	\$ 8,200.00	\$ 3.00	\$ 12,300.00
4	Sawcut and Remove Existing Concrete Curb and/or Curb & Gutter	330	LF	\$ 20.00	\$ 6,600.00	\$ 8.20	\$ 2,706.00	\$ 20.00	\$ 6,600.00	\$ 28.00	\$ 9,240.00	\$ 23.00	\$ 7,590.00
5	Sawcut and Remove Existing Concrete Curb Ramp	5	EA	\$ 200.00	\$ 1,000.00	\$ 902.00	\$ 4,510.00	\$ 1,380.00	\$ 6,900.00	\$ 1,500.00	\$ 7,500.00	\$ 700.00	\$ 3,500.00
6	Sawcut and Remove Existing Concrete Driveway Approach	65	SF	\$ 5.00	\$ 325.00	\$ 3.00	\$ 195.00	\$ 4.00	\$ 260.00	\$ 29.00	\$ 1,885.00	\$ 4.00	\$ 260.00
7	Trim Tree	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 1,300.00	\$ 3,900.00	\$ 500.00	\$ 1,500.00	\$ 800.00	\$ 2,400.00	\$ 350.00	\$ 1,050.00
8	Prune Tree Roots and Install Root Barriers	12	EA	\$ 500.00	\$ 6,000.00	\$ 780.00	\$ 9,360.00	\$ 800.00	\$ 9,600.00	\$ 1,000.00	\$ 12,000.00	\$ 75.00	\$ 936.00
9	Unclassified Excavation	1,570	CY	\$ 100.00	\$157,000.00	\$ 60.00	\$ 94,200.00	\$ 42.00	\$ 65,940.00	\$ 30.00	\$ 47,100.00	\$ 78.00	\$ 122,460.00
10	Sawcut & Remove Existing AC Pavement, Base Material, and Native Soils	180	CY	\$ 100.00	\$ 18,000.00	\$ 60.00	\$ 10,800.00	\$ 111.00	\$ 19,980.00	\$ 70.00	\$ 12,600.00	\$ 120.00	\$ 21,600.00
11	Cold Mill Existing AC Pavement 2" Deep	171,100	SF	\$ 0.20	\$ 34,220.00	\$ 0.25	\$ 42,775.00	\$ 0.27	\$ 46,197.00	\$ 0.30	\$ 51,330.00	\$ 0.33	\$ 56,463.00
12	Sawcut and Remove Existing Catch Basin Curb Opening and Local Depression	6	LF	\$ 25.00	\$ 150.00	\$ 500.00	\$ 3,000.00	\$ 1,000.00	\$ 6,000.00	\$ 1,000.00	\$ 6,000.00	\$ 50.00	\$ 300.00
13	Remove Existing Pole and Sign	9	EA	\$ 50.00	\$ 450.00	\$ 16.00	\$ 144.00	\$ 111.00	\$ 999.00	\$ 80.00	\$ 720.00	\$ 150.00	\$ 1,350.00
14	Remove Existing Bollard	2	EA	\$ 150.00	\$ 300.00	\$ 75.00	\$ 150.00	\$ 500.00	\$ 1,000.00	\$ 100.00	\$ 200.00	\$ 300.00	\$ 600.00
15	Remove Existing Retention Wall	45	LF	\$ 20.00	\$ 900.00	\$ 10.00	\$ 450.00	\$ 100.00	\$ 4,500.00	\$ 100.00	\$ 4,500.00	\$ 15.00	\$ 675.00
16	Remove Existing Tree	3	EA	\$ 2,000.00	\$ 6,000.00	\$ 2,600.00	\$ 7,800.00	\$ 1,500.00	\$ 4,500.00	\$ 2,500.00	\$ 7,500.00	\$ 750.00	\$ 2,250.00
17	Sawcut and Remove Existing Concrete Cross Gutter	3,300	SF	\$ 6.00	\$ 19,800.00	\$ 6.47	\$ 21,351.00	\$ 4.44	\$ 14,652.00	\$ 2.00	\$ 6,600.00	\$ 8.00	\$ 26,400.00
18	Construct Concrete Sidewalk (4" Thick)	12,550	SF	\$ 8.00	\$100,400.00	\$ 6.30	\$ 79,065.00	\$ 5.50	\$ 69,025.00	\$ 6.00	\$ 75,300.00	\$ 8.10	\$ 101,655.00
19	Construct Concrete Curb and Gutter	840	LF	\$ 45.00	\$ 37,800.00	\$ 33.00	\$ 27,720.00	\$ 30.00	\$ 25,200.00	\$ 35.00	\$ 29,400.00	\$ 38.00	\$ 31,920.00
20	Construct Concrete Mountable Curb and Gutter	1,200	LF	\$ 35.00	\$ 42,000.00	\$ 32.00	\$ 38,400.00	\$ 30.00	\$ 36,000.00	\$ 30.00	\$ 36,000.00	\$ 38.00	\$ 45,600.00
21	Construct Concrete Curb Ramp	18	EA	\$ 3,000.00	\$ 54,000.00	\$ 2,700.00	\$ 48,600.00	\$ 3,000.00	\$ 54,000.00	\$ 4,000.00	\$ 72,000.00	\$ 3,200.00	\$ 57,600.00
22	Furnish and Install Detectable Warning Surface on Existing Curb Ramp	4	EA	\$ 500.00	\$ 2,000.00	\$ 223.00	\$ 892.00	\$ 675.00	\$ 2,700.00	\$ 800.00	\$ 3,200.00	\$ 700.00	\$ 2,800.00
23	Construct Concrete Driveway Approach	250	SF	\$ 15.00	\$ 3,750.00	\$ 5.40	\$ 1,350.00	\$ 8.00	\$ 2,000.00	\$ 14.00	\$ 3,500.00	\$ 11.00	\$ 2,750.00
24	Construct Concrete Cross Gutter	4,650	SF	\$ 12.00	\$ 55,800.00	\$ 11.00	\$ 51,150.00	\$ 11.00	\$ 51,150.00	\$ 9.00	\$ 41,850.00	\$ 12.00	\$ 55,800.00
25	Furnish and Install Bollard	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 149.00	\$ 447.00	\$ 1,500.00	\$ 4,500.00	\$ 800.00	\$ 2,400.00	\$ 3,000.00	\$ 9,000.00
26	Furnish and Install Vegetated Swales	28,150	SF	\$ 3.80	\$106,970.00	\$ 5.46	\$ 153,699.00	\$ 5.43	\$ 152,854.50	\$ 2.00	\$ 56,300.00	\$ 5.00	\$ 140,750.00
27	Construct 5' Width Parkway Drain	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 2,240.00	\$ 2,240.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00
28	Construct 5' Width Modified Parkway Drain	7	EA	\$ 3,000.00	\$ 21,000.00	\$ 1,791.00	\$ 12,537.00	\$ 5,000.00	\$ 35,000.00	\$ 6,000.00	\$ 42,000.00	\$ 4,500.00	\$ 31,500.00
29	Construct Catch Basin Curb Opening and Local Depression	6	LF	\$ 100.00	\$ 600.00	\$ 500.00	\$ 3,000.00	\$ 2,300.00	\$ 13,800.00	\$ 2,000.00	\$ 12,000.00	\$ 1,200.00	\$ 7,200.00
30	Construct Curb Drain	3	EA	\$ 200.00	\$ 600.00	\$ 1,343.00	\$ 4,029.00	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 3,000.00	\$ 600.00	\$ 1,800.00
31	Furnish and Install Street Sign and Post	6	EA	\$ 225.00	\$ 1,350.00	\$ 281.00	\$ 1,686.00	\$ 300.00	\$ 1,800.00	\$ 500.00	\$ 3,000.00	\$ 225.00	\$ 1,350.00
32	Construct Crushed Miscellaneous Base (CMB)	750	TON	\$ 25.00	\$ 18,750.00	\$ 32.00	\$ 24,000.00	\$ 24.00	\$ 18,000.00	\$ 30.00	\$ 22,500.00	\$ 60.00	\$ 45,000.00
33	Construct 2"-Thick AC Overlay (C2-PG 64-10)	1,010	TON	\$ 73.00	\$ 73,730.00	\$ 72.00	\$ 72,720.00	\$ 76.00	\$ 76,760.00	\$ 68.00	\$ 68,880.00	\$ 72.00	\$ 72,720.00
34	Construct Variable Thickness (2" to 3") AC Overlay (C2-PG 64-10)	1,400	TON	\$ 73.00	\$102,200.00	\$ 72.00	\$ 100,800.00	\$ 76.00	\$ 106,400.00	\$ 68.00	\$ 95,200.00	\$ 72.00	\$ 100,800.00
35	Adjust Existing Storm Drain/ Sewer/Utility Manhole Frames and Covers to Finished Grade	34	EA	\$ 800.00	\$ 27,200.00	\$ 847.00	\$ 28,798.00	\$ 800.00	\$ 27,200.00	\$ 800.00	\$ 27,200.00	\$ 500.00	\$ 17,000.00
36	Furnish and Install Public Improvement Project Signs	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 800.00	\$ 1,600.00
37	Provide Traffic Signaling, Striping, Markings and Curb Painting	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 16,750.00	\$ 16,750.00	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 20,000.00	\$ 20,000.00
38	Furnish and Install Traffic Signal Loop Detectors, Type E and Connect to DLC	13	EA	\$ 350.00	\$ 4,550.00	\$ 300.00	\$ 3,900.00	\$ 300.00	\$ 3,900.00	\$ 300.00	\$ 3,900.00	\$ 300.00	\$ 3,900.00
39	Provide Construction Survey	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 23,100.00	\$ 23,100.00	\$ 29,332.50	\$ 29,332.50	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00
				TOTAL BASE BID		\$984,215.00	\$1,001,000.00	\$ 1,066,000.00	\$ 1,092,205.00			\$ 1,116,979.00	

BID SUMMARY Arroyo Drive Improvements Project From Astra Drive to Rose Glen Ave. FY 2018-2019 CP 858, RFP#18-28 January 16, 2020											
ITEM No.	BID ITEM	QTY.	UNITS	Bidder No. 6		Bidder No. 7		Bidder No. 8		Bidder No. 9	
				All American Asphalt		EC Construction Co.		Beador Construction Co.		EBS General Eng., Inc.	
				BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.	BID PRICE	TOTAL AMT.
1	Mobilization/Demobilization (max 3% of total of all other prime contract bid items)	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 5,000.00	\$ 5,000.00	\$ 41,000.00	\$ 41,000.00	\$ 35,000.00	\$ 35,000.00
2	Traffic Control	1	LS	\$ 79,619.00	\$ 79,619.00	\$ 45,000.00	\$ 45,000.00	\$ 85,131.00	\$ 85,131.00	\$ 38,200.00	\$ 38,200.00
3	Sawcut and Remove Existing Concrete Sidewalk	4,100	SF	\$ 4.00	\$ 16,400.00	\$ 3.50	\$ 14,350.00	\$ 2.70	\$ 11,070.00	\$ 4.90	\$ 20,090.00
4	Sawcut and Remove Existing Concrete Curb and/or Curb & Gutter	330	LF	\$ 30.00	\$ 9,900.00	\$ 10.00	\$ 3,300.00	\$ 25.00	\$ 8,250.00	\$ 20.00	\$ 6,600.00
5	Sawcut and Remove Existing Concrete Curb Ramp	5	EA	\$ 2,300.00	\$ 11,500.00	\$ 1,500.00	\$ 7,500.00	\$ 1,625.00	\$ 8,125.00	\$ 1,020.00	\$ 5,100.00
6	Sawcut and Remove Existing Concrete Driveway Approach	65	SF	\$ 4.50	\$ 292.50	\$ 5.00	\$ 325.00	\$ 42.00	\$ 2,730.00	\$ 10.00	\$ 650.00
7	Trim Tree	3	EA	\$ 750.00	\$ 2,250.00	\$ 895.00	\$ 2,685.00	\$ 800.00	\$ 2,400.00	\$ 787.50	\$ 2,362.50
8	Prune Tree Roots and Install Root Barriers	12	EA	\$ 550.00	\$ 6,600.00	\$ 740.00	\$ 8,880.00	\$ 770.00	\$ 9,240.00	\$ 567.00	\$ 6,804.00
9	Unclassified Excavation	1,570	CY	\$ 120.00	\$ 188,400.00	\$ 109.25	\$ 171,522.50	\$ 80.00	\$ 125,600.00	\$ 210.70	\$ 330,799.00
10	Sawcut & Remove Existing AC Pavement, Base Material, and Native Soils	180	CY	\$ 56.00	\$ 10,080.00	\$ 88.45	\$ 15,561.00	\$ 145.00	\$ 26,100.00	\$ 285.00	\$ 51,300.00
11	Cold Mill Existing AC Pavement 2" Deep	171,100	SF	\$ 0.33	\$ 56,463.00	\$ 0.32	\$ 54,752.00	\$ 0.35	\$ 59,885.00	\$ 0.75	\$ 128,325.00
12	Sawcut and Remove Existing Catch Basin Curb Opening and Local Depression	6	LF	\$ 380.00	\$ 2,280.00	\$ 250.00	\$ 1,500.00	\$ 1,190.00	\$ 7,140.00	\$ 250.00	\$ 1,500.00
13	Remove Existing Pole and Sign	9	EA	\$ 70.00	\$ 630.00	\$ 150.00	\$ 1,350.00	\$ 165.00	\$ 1,485.00	\$ 73.50	\$ 661.50
14	Remove Existing Bollard	2	EA	\$ 310.00	\$ 620.00	\$ 250.00	\$ 500.00	\$ 550.00	\$ 1,100.00	\$ 650.00	\$ 1,300.00
15	Remove Existing Retention Wall	45	LF	\$ 55.00	\$ 2,475.00	\$ 30.00	\$ 1,350.00	\$ 245.00	\$ 11,025.00	\$ 200.00	\$ 9,000.00
16	Remove Existing Tree	3	EA	\$ 1,300.00	\$ 3,900.00	\$ 1,415.00	\$ 4,245.00	\$ 2,750.00	\$ 8,250.00	\$ 2,875.00	\$ 8,625.00
17	Sawcut and Remove Existing Concrete Cross Gutter	3,300	SF	\$ 9.00	\$ 29,700.00	\$ 7.00	\$ 23,100.00	\$ 6.50	\$ 21,450.00	\$ 5.35	\$ 17,655.00
18	Construct Concrete Sidewalk (4" Thick)	12,550	SF	\$ 6.00	\$ 75,300.00	\$ 4.00	\$ 50,200.00	\$ 5.10	\$ 64,005.00	\$ 5.00	\$ 62,750.00
19	Construct Concrete Curb and Gutter	840	LF	\$ 30.00	\$ 25,200.00	\$ 75.00	\$ 63,000.00	\$ 55.00	\$ 46,200.00	\$ 28.00	\$ 23,520.00
20	Construct Concrete Mountable Curb and Gutter	1,200	LF	\$ 26.25	\$ 31,500.00	\$ 50.00	\$ 60,000.00	\$ 53.00	\$ 63,600.00	\$ 26.00	\$ 31,200.00
21	Construct Concrete Curb Ramp	18	EA	\$ 3,900.00	\$ 70,200.00	\$ 3,000.00	\$ 54,000.00	\$ 3,825.00	\$ 65,250.00	\$ 1,850.00	\$ 33,300.00
22	Furnish and Install Detectable Warning Surface on Existing Curb Ramp	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 400.00	\$ 1,600.00	\$ 1,375.00	\$ 5,500.00	\$ 660.00	\$ 2,640.00
23	Construct Concrete Driveway Approach	250	SF	\$ 6.00	\$ 1,500.00	\$ 7.00	\$ 1,750.00	\$ 42.00	\$ 10,500.00	\$ 7.65	\$ 1,912.50
24	Construct Concrete Cross Gutter	4,650	SF	\$ 11.25	\$ 52,312.50	\$ 10.00	\$ 46,500.00	\$ 11.00	\$ 51,150.00	\$ 8.25	\$ 38,362.50
25	Furnish and Install Bollard	3	EA	\$ 1,200.00	\$ 3,600.00	\$ 650.00	\$ 1,950.00	\$ 1,100.00	\$ 3,300.00	\$ 1,725.00	\$ 5,175.00
26	Furnish and Install Vegetated Swales	28,160	SF	\$ 5.10	\$ 143,565.00	\$ 6.47	\$ 182,130.50	\$ 7.50	\$ 211,125.00	\$ 11.19	\$ 314,998.50
27	Construct 5' Width Parkway Drain	1	EA	\$ 5,500.00	\$ 5,500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,500.00	\$ 5,500.00	\$ 3,250.00	\$ 3,250.00
28	Construct 5' Width Modified Parkway Drain	7	EA	\$ 5,500.00	\$ 38,500.00	\$ 2,000.00	\$ 14,000.00	\$ 4,400.00	\$ 30,800.00	\$ 3,250.00	\$ 22,750.00
29	Construct Catch Basin Curb Opening and Local Depression	6	LF	\$ 900.00	\$ 5,400.00	\$ 1,680.00	\$ 10,080.00	\$ 1,560.00	\$ 9,360.00	\$ 825.00	\$ 4,950.00
30	Construct Curb Drain	3	EA	\$ 1,600.00	\$ 4,800.00	\$ 750.00	\$ 2,250.00	\$ 365.00	\$ 1,095.00	\$ 3,250.00	\$ 9,750.00
31	Furnish and Install Street Sign and Post	6	EA	\$ 285.00	\$ 1,710.00	\$ 255.00	\$ 1,530.00	\$ 400.00	\$ 2,400.00	\$ 283.50	\$ 1,701.00
32	Construct Crushed Miscellaneous Base (CMB)	750	TON	\$ 65.00	\$ 48,750.00	\$ 100.86	\$ 75,645.00	\$ 82.00	\$ 61,500.00	\$ 54.00	\$ 40,500.00
33	Construct 2"-Thick AC Overlay (C2-PG 64-10)	1,010	TON	\$ 80.00	\$ 80,800.00	\$ 87.05	\$ 87,920.50	\$ 94.00	\$ 94,940.00	\$ 95.00	\$ 95,950.00
34	Construct Variable Thickness (2" to 3") AC Overlay (C2-PG 64-10)	1,400	TON	\$ 80.00	\$ 112,000.00	\$ 87.05	\$ 121,870.00	\$ 88.00	\$ 123,200.00	\$ 95.00	\$ 133,000.00
35	Adjust Existing Storm Drain/ Sewer/Utility Manhole Frames and Covers to Finished Grade	34	EA	\$ 850.00	\$ 28,900.00	\$ 865.75	\$ 29,435.50	\$ 825.00	\$ 28,050.00	\$ 785.00	\$ 26,690.00
36	Furnish and Install Public Improvement Project Signs	2	EA	\$ 1,600.00	\$ 3,200.00	\$ 1,000.00	\$ 2,000.00	\$ 825.00	\$ 1,650.00	\$ 1,400.00	\$ 2,800.00
37	Provide Traffic Signage, Striping, Markings and Curb Painting	1	EA	\$ 29,900.00	\$ 29,900.00	\$ 28,000.00	\$ 28,000.00	\$ 36,300.00	\$ 36,300.00	\$ 31,350.00	\$ 31,350.00
38	Furnish and Install Traffic Signal Loop Detectors, Type E and Connect to DLC	13	EA	\$ 310.00	\$ 4,030.00	\$ 340.00	\$ 4,420.00	\$ 638.00	\$ 8,294.00	\$ 345.00	\$ 4,485.00
39	Provide Construction Survey	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 36,100.00	\$ 36,100.00	\$ 25,000.00	\$ 25,000.00	\$ 24,255.00	\$ 24,255.00
TOTAL BASE BID					\$ 1,236,777.00		\$ 1,237,302.00		\$ 1,378,700.00		\$ 1,579,261.50

CITY OF MONTEBELLO
CONTRACT AGREEMENT

FOR

**ARROYO DRIVE IMPROVEMENTS PROJECT
FROM ASTRA DRIVE TO ROSE GLEN AVENUE**

**FY 2019/2020
PROJECT No. 100.385.10
C.P. No. 858
RFP # 18-28
FEDERALLY FUNDED PROJECT
STPL – 5247 (025)**

IN THE CITY OF MONTEBELLO

This Contract Agreement is made and entered into for the above stated project this **12 day of FEBRUARY, 2020**, BY AND BETWEEN the **City of Montebello**, as AGENCY, and **Sequel Contractors, Inc.**, as CONTRACTOR. WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, 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. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the unit or lump sum prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. 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

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

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.

Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder. The liability insurance coverage values shall be:

Insurance Coverage Requirements

Limit Requirements

Comprehensive General Liability	\$2,000,000
Product/Completed Operations Hazard	\$2,000,000
Comprehensive Automobile Liability	\$2,000,000
Contractual General Liability	\$2,000,000
Worker's Compensation	Statute

A combined single-limit policy with aggregated limits in the amount of \$4,000,000 will be considered equivalent to the required minimum limits.

The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with the carriers admitted to write insurance in California, or carriers with a rating of, or equivalent to, A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval, in writing, from the City.

Insurance shall name the AGENCY, its officers, agents, and employees, including Infrastructure Engineers, as additional insured by endorsement of the Contractor's policy. A copy of the endorsement, showing policy limits, shall be provided to the City on or before signing this contract.

ARTICLE VII

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

ARTICLE VIII

CONTRACTOR shall take and assume all responsibility for the work. CONTRACTOR shall bear all losses and damages directly or indirectly resulting to him, to the City, or to others on account of the performance under this contract, or the character of the work, accidents or any other causes whatsoever.

CONTRACTOR shall assume the defense and indemnify and save harmless the City, its officers, employees and Engineer from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from performance of this contract or work, regardless of responsibility for negligence; from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by this contract, or CONTRACTOR's performance thereunder, regardless of responsibility for negligence.

ARTICLE IX

STATE LABOR CODE. 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 and /or the requirements of the federal government and applicable federal wage rates.

The total contract price of this agreement is \$984,215.00 based on estimated quantities given on the Bid Sheet.

ARTICLE X

The total contract construction period for this project is **forty-five (45) working days** from the effective date of Notice-to-Proceed to be issued by the AGENCY. The liquidated damage for this project is five hundred dollars (\$500.00) per calendar day for each calendar day the project is not completed to the satisfaction of the AGENCY within the contract time including any extension of time granted by the AGENCY.

ARTICLE XI

RECORDS AND AUDITS. The contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for five (5) years after the expiration of this contract unless permission to destroy them is granted by the City.

ARTICLE XII

It is to be made known that the improvement contemplated in the performance of this contract is a federal-aid improvement over which the State of California shall exercise general supervision; the State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.

ARTICLE XIII (PREVAILING WAGES)

(a) Contractor agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit no more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by a subcontractor.

(c) Contractor agrees to comply with the provisions of California Labor Code Section 1776 which requires Contractor and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(d) Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(e) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the City. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollar (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The Contractor may, with the approval of the City Engineer, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

For Daytime Work

- Week days (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.
- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(f) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or under self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.”

ARTICLE XIV (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors - Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors - Federal Regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor:

1. The local agency may decline to hold retainage from prime contractors and prohibit prime contractors and subcontractors from holding retainage from subcontractors.
2. The local agency may decline to hold retainage from prime contractors and include a contract clause, obligating the prime contractor and subcontractors to make prompt and full payment of any retainage kept by the prime contractor or subcontractor to all subcontractors within 30 days after the subcontractor’s work is satisfactorily completed.
3. The local agency may hold retainage from the prime contractor and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime contractors based on the acceptances, and include a contract clause obligating the prime contractor and subcontractors to pay all retainage owed to all subcontractors for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime contractor to the subcontractor within a specified number of days after the subcontractor’s work is satisfactorily completed.

In the above methods, a subcontractor’s work is satisfactorily completed when all tasks called for in the subcontract have been accomplished and documented as required by the agency. The work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed, when an agency has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

Annually, the local agencies choose one of the above three methods to ensure prompt pay. The local agency's choice will be reported to Caltrans when it completes the "Annual DBE Submittal Form" (Exhibit 9-B).

ARTICLE XV (DBE REQUIREMENTS)

DBE Requirements for this project is subject to Title 49, Code of Federal Regulations Part 26 (49 CFR26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the City of Montebello encourages the participation of Disadvantaged Business Enterprises (DBEs), and Underutilized Disadvantaged Business Enterprises (UDBE) as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal Funds. The Contractor shall not discriminate on the basis of race, color, national origin, sex, age, handicap or marital status in the award and performance of subcontracts. Bidders shall be fully informed in respect to the requirements of the DBE Regulations. The DBE and UDBE Regulations in their entirety are incorporated herein by this reference. See Form FHWA 1273 in the Federal-Aid Requirements Section of this Specification (Appendix "E").

The Federal Form FHWA 1273 is also included in Appendix "F".

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 Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

CONTRACTOR: _____

(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

AGENCY Business License No. _____

Federal Tax Identification No. _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

AGENCY: _____

Rene Bobadilla,

City Manager of the City of Montebello

ATTESTED _____

Irma Barajas,

City Clerk of the City of Montebello

Date _____

APPROVE AS TO FORM: _____

Arnold Alvarez-Glasman,

City Attorney

FAITHFUL PERFORMANCE BOND

FOR

**ARROYO DRIVE IMPROVEMENTS PROJECT
FROM ASTRA DRIVE TO ROSE GLEN AVENUE**

**FY 2019/2020
PROJECT No. 100.385.10
C.P. No. 858
RFP # 18-28
FEDERALLY FUNDED PROJECT
STPL – 5247 (025)**

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 names, 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.

MATERIAL AND LABOR BOND
FOR
**ARROYO DRIVE IMPROVEMENTS PROJECT
FROM ASTRA DRIVE TO ROSE GLEN AVENUE**

**FY 2019/2020
PROJECT No. 100.385.10
C.P. No. 858
RFP # 18-28
FEDERALLY FUNDED PROJECT
STPL – 5247 (025)**

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 fifty percent (50%) of the total contract amount for the above
stated project, for 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 or any subcontractor fails to pay for any labor or
material of any kind used in the performance of the work to be done under said contract, or fails
to submit amounts due under the State Unemployment Insurance Act with respect to said labor,
SURETY will pay for the same in an amount not exceeding the sum set forth above, which
amount shall inure to the benefit of all persons entitled to file claims under the State Code of
Civil Procedures; provided that any alteration made pursuant to the terms of the contract
documents shall not in any way release either CONTRACTOR or SURETY, and notice of said
alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, 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.
NON-COLLUSION AFFIDAVIT TO BE EXECUTED

BY EACH AWARDEE OF A PRINCIPAL CONTRACT

STATE OF CALIFORNIA

COUNTY OF

Being first duly sworn, deposes and says that he is

(sole owner, a partner, president, etc.)

of _____, the party making the foregoing bid, that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or sham, that said bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to submit a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly, sought by agreements, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any bidder, or to secure any advantage against the public body awarding the Contractor or anyone interested in the proposed contract; that all statements contained in such bid are true and, further, that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection there with to any corporation, partnership, company, association, organization, bid depository or to any member or agency thereof, or to any other individual, except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC _____

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of City Council

FROM: René Bobadilla, City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: City of Montebello Water System Repairs at 7709 Telegraph Road

DATE: February 12, 2020

RECOMMENDATION

That the City Council approve the recommended repairs to the City Water System at 7709 Telegraph Road in the amount of \$77,740, which includes a twenty-five percent (15%) repairs contingency and authorized the City Manager to execute the proposal from San Gabriel Valley Water Company (SGVWC) to coordinate and oversee the repairs, under the Water System Operations Agreement (Agreement No. 2883).

BACKGROUND/ANALYSIS

On March 30, 2018, SGVWC informed the City that the meter at 7709 Telegraph Road requires removal and replacement as the meter was not operating properly.

On May 9, 2018, the City Council approved the proposed replacement of the water meter at 7709 Telegraph repairs and appropriated \$41,600 to complete the repairs. However, after conducting additional investigations, SGVWC concluded that the required repairs could not be carried out without preparing detail engineering plans (or Plans & Specifications) as there was an existing 24-inch gas line nearby and soliciting for contractor's bids. City Staff approved the preparation of Plans and Specifications, as recommended.

On January 15, 2020, SGVWC notified the City that it had prepared the Plans and Specifications, as well as, obtained bids from contractors for the proposed repairs. The repairs can be completed under the existing Water System Operations Agreement (Agreement No. 2883) in the estimated amount of \$67,600.

FISCAL IMPACTS

City Staff is requesting a budget approval of \$77,740, which includes a fifteen percent (15%) contingency of \$10,140 for the required repairs. The Water Fund (Account No. 605-99-6040.55) as adequate funding to fund the repairs. The repairs will be funded by the Water Fund, with no impact to the General Fund.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 12, 2020

CONSIDER THE CITY OF MONTEBELLO WATER SYSTEM REPAIRS AT 7709 TELEGRAPH ROAD

Page 2 of 2

SUMMARY

The City Council will consider approving recommended repairs to the City Water System at 7709 Telegraph Road in the amount of \$77,740, which includes a fifteen percent (15%) repairs contingency and authorized the City Manager to execute the proposal from San Gabriel Valley Water Company (SGVWC) to coordinate and oversee the repairs, under the Water System Operations Agreement (Agreement No. 2883).

ATTACHMENTS

Proposal from San Gabriel Valley Water Company, dated January 15, 2020

SAN GABRIEL VALLEY WATER COMPANY

January 15, 2020

Mr. Danilo Batson
Assistant City Manager
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

COPY

Subject: Installation of Meter and Vault
7709 Telegraph Road
Montebello, California
Our Job No. 9143M - Phase 2

Dear Mr. Batson:

In accordance with your request, we have prepared plans, priced materials, and obtained contract labor proposals to install the water facilities required to serve the subject location. Our estimate of the cost to install those facilities and the required deposit are as follows:

<u>Item</u>	<u>Estimated Cost</u>
Service Installation Agreement (265) for the installation of one 6-inch meter, vault and related piping	\$63,500.00
Direction to Perform Work form for removal of one 6-inch meter, vault and related piping	<u>4,100.00</u>
Total estimated cost and required deposit	<u>\$67,600.00</u>

Please sign the enclosed Service Installation Agreement (Form 440SG), Direction to Perform Work form (113.62 SG), and Service Application and return them along with a signed copy of this letter. Upon receipt of the foregoing, we will procure the necessary materials and schedule the work which can follow approximately two weeks thereafter. When such work is completed, an invoice will be prepared for the final cost.

Mr. Danilo Batson

Page 2

January 15, 2020

Also enclosed herewith for your review and file is a copy of our construction plans which show the size and location of the facilities we plan to install for this development. If you have any question about our plans or any of the foregoing, please contact Virginia C. Garavito, San Gabriel's Senior Project Administrator, at vcgaravito@sgvwater.com or (626) 774-2271.

Very truly yours,



Matt Y. Yucelen, P.E.
Vice President – Engineering

MY:ms
Enclosures

ACKNOWLEDGMENT

I am the signing authority for the company below and we hereby acknowledge receipt of this letter and enclosures and agree to the terms and conditions therein.

CITY OF MONTEBELLO

Signature _____

Full Name _____

Title _____

Date _____

SAN GABRIEL VALLEY WATER COMPANY

SERVICE INSTALLATION AGREEMENT (265)

Date January 15, 2020

Deposit \$ 63,500.00

By Matt Y. Yucelen, P.E.

Service Size 6-inch

Applicant CITY OF MONTEBELLO

Service Address 7709 Telegraph Road, Montebello, CA

Collection Address 1600 West Beverly Boulevard, Montebello, CA 90640

Description Install one 6-inch meter, vault and related piping.

The amount deposited herewith is the estimated cost of installing the water facilities necessary for providing the requested service. The deposit will be adjusted to actual cost after installation of the water facilities is completed. If the deposit is insufficient to cover the actual cost of installation, Applicant will pay the difference upon presentation of a bill. Refund of any excess deposit is to be made to Applicant by check mailed to the above collection address.

Under current income tax regulations, payments to water utilities for the installation of certain water service connections are taxable income to the utility. Guidelines prescribed by the Public Utilities Commission require that the deposit shown above includes \$0.00 for the tax applicable to your project.

APPLICANT

CITY OF MONTEBELLO

By _____

Title _____

Date _____

Connection No.

--	--	--	--	--	--

Job No. 9143M-2

Account No. 265L \$63,500.00

Account No. 228 \$0.00

If no specific job number is assigned, use
Company Service Job No. 5200L.

SAN GABRIEL VALLEY WATER COMPANY--SERVICE APPLICATION
CITY OF MONTEBELLO WATER SYSTEM

MAP #		CUSTOMER		CONN. NO.	
DATE	8/19/19	CLASSIFICATION	Commercial	ACCT. NO.	4-2-711-0260-0-
TIME	22:37:05	OWNER	X	REPLACES	
CLERK	LT	AGENT		CONN. NO.	M10662
		TENANT	SR		
		CONTR			
NEW CUSTOMER		CITY OF MONTEBELLO		REFUND	
SERVICE ADDRESS		7709 TELEGRAPH		NO.	
COLLECTION ADDRESS		DBA MTB PLAZA HOTEL			
		7709 TELEGRAPH RD			
		MONTEBELLO, CA 90640 6518			
		CONTACT			
PRIOR SERVICE	7709	TELEGRAPH RD		PHONE	
IDENTIFICATION AND				SPOUSE	
EMPLOYMENT				WORK PHONE	323-724-1400
				FAX PHONE	
		Meter#		Read	
					WHT32019081900001

Service Size	6	Meter Size	6 INCH	Location	
When Wanted				Paid	
Customer's Piping Size		Gate Valve		Receipt#	
Cross Conn. Report	N	Other Service to Property			
Nature of Occupancy				Meter #	Reading
Buildings, Lot Legal		OFF & OUT ON EXISTING SVC ATTACHED			
And Remarks		Job# JOB			

I hereby apply for water service at the above premises and I agree to use and pay therefor in accordance with the rates, rules and regulations from time to time legally in effect and on file with the Public Utilities Commission of the State of California. Further, all plumbing and fixtures on said premises are in proper condition to receive water; and I do hereby release, and agree to indemnify and hold harmless, San Gabriel Valley Water Company from all claims, loss, expense or liability arising in any manner from turning on the water.

I HAVE READ AND I UNDERSTAND THE FOREGOING

SIGNATURE OF APPLICANT

SAN GABRIEL VALLEY WATER COMPANY

DIRECTION TO PERFORM WORK

Date January 15, 2020

You are hereby directed to perform the work described below.

It is understood that I am depositing, at this time, the estimated cost of this work. When such work is completed, a final accounting shall be made and if this deposit is insufficient I will pay the difference upon presentation of a bill. Refund of any overpayment shall be made by check mailed to the below address.

CITY OF MONTEBELLO

Signature

Estimated Cost \$ 4,100.00

1600 West Beverly Boulevard
Montebello, CA 90640

Mailing Address

Service Address 7709 Telegraph Road, Montebello, CA

Description of Work Removal of one 6-inch meter, vault and related piping.

RESOLUTION NO. 17-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO ESTABLISHING A SCHEDULE OF WATER
RATES AND CHARGES**

WHEREAS, the City of Montebello ("City") owns and operates a Water System (the "Water System" or "System"), and is one of five (5) water service providers serving the citizens of and business located in the City of Montebello;

WHEREAS, the water rates charged customers of the Water System have been in effect since July 1, 2014, and are on average less than rates charged by the other water service providers operating in the City;

WHEREAS, due to the increased cost of purchasing imported water and increased operating expenses, the Water System has been operating at a deficit since the 2007-08 fiscal year, and this operating deficit is expected to increase in future years;

WHEREAS, because of the age and natural deterioration and corrosion of the physical components of the Water System, the System is in need of substantial capital improvements to ensure continued reliability and quality of service;

WHEREAS, the City commissioned an update to the "2013 Water Rate Review and Analysis" to analyze, study, and consider whether the rates charged customers of the Water System for service should be increased to offset operating costs of the System, and to fund the cost of necessary capital improvements thereto; and

WHEREAS, the 2016 Water Rate Study (hereinafter the "Water Rate Study") was received and filed by City Council at its meeting of October 12, 2016, and the 2016 Water Rate Study included various alternatives for the City to consider; from which the City Council proposed considering increasing the existing rates by fifteen (15%) effective February 1, 2017, and by an additional fifteen (15%) effective July 1, 2017, in accordance with the schedule set forth in Exhibit "A" hereto;

WHEREAS, the City Council of the City of Montebello desires and finds it necessary to adjust the water rate service fees charged customers of the Water System in order to recover the actual costs of operating and maintaining the Water System and to fund necessary capital improvements to ensure continued reliability and quality of service consistent with the findings of the Water Rate Study;

WHEREAS, in accordance with Proposition 218 and Government Code Section 53755, notice regarding a public hearing on the revised schedule for water service rates and charges was distributed by U.S. Mail to all affected property owners forty-five (45) days prior to the public hearing on the proposed schedule;

WHEREAS, as an additional courtesy to the public, public outreach meetings were noticed and held on December 1, 2016 at Chet Holifield Park in the City of Montebello, and on December 15, 2016 at Montebello City Hall;

WHEREAS, a properly noticed public hearing concerning the proposed rates, charges, and fees set forth in this Resolution was held on January 11, 2017, as required by Proposition 218;

WHEREAS, all written protests regarding the revised schedule for water service rates and charges were accepted from the public and considered before the close of the public hearing; and

WHEREAS, a tally of the written protests against the revised schedule of water rates and charges shows that less than a majority of affected property owners have submitted written protests against the revised schedule of water rates and charges.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO AS FOLLOWS:

SECTION 1. After consideration of the Water Rate Study, staff presentation, reports, discussion, testimony provided at the public hearing, written protests submitted, and other evidence presented, the City Council of the City of Montebello hereby finds and declares that the foregoing recitals are true and correct and incorporate them herein.

SECTION 2. Regarding the revised rates and charges for water service set forth in and adopted by this Resolution, and after consideration of the Water Rate Study, the City Council of the City of Montebello hereby finds and declares that:

(a) Revenues from the increase in water rates will not exceed the cost of providing water service to customers of the City's Water System.

(b) The increased water rates will not exceed the proportional cost of water services attributable to the parcel or customer.

(c) Revenues derived from the increased water rate will be used only for the purpose for which the rate is imposed.

(d) The City of Montebello will impose the increased water rate only if service is actually used by, or immediately available to, the customer-of-record or property owner.

(e) The City of Montebello will not raise water rates for the purpose of generating general governmental services revenues.

SECTION 3. Effective February 1, 2017, rates, charges, and fees to be paid for the furnishing of water service are hereby established in the amounts set forth in the "City of Montebello Water System Schedule of Rates Per Unit and Meter Charges," set forth in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Water Rate Schedule").

SECTION 4. The Water Rate Schedule includes an automatic rate increase, effective July 1, 2017, which has been determined in the Water Rate Study to be consistent with the findings set forth in Section 2 of this Resolution. The water rate shall be adjusted on July 1, 2017 as set forth in the Water Rate Schedule, and the City shall provide notice to property owners at least thirty (30) days prior to the effective date of the increase.

SECTION 5. The City of Montebello is a wholesale water purchaser which purchases water from the Central Basin Municipal Water District ("CBMWD"), and pumps groundwater from the Water Replenishment District of Southern California ("WRD") and is charged for such groundwater. CBMWD and WRD determine the rates charged to the City annually for the water received therefrom. Consistent with the provisions of Government Code Section 53756, the City reserves the right to make use of the pass through provision whereby an agency that purchases wholesale water from a public agency may provide for automatic adjustments that pass through increases or decreases in wholesale charges for water established by the other agency. The City's authority to pass through increases in wholesale water charges shall not exceed a period of five (5) years, and the City shall provide notice to property owners at least thirty (30) days prior to the effective date of the increase as required by Government Code Section 53756.

SECTION 6. The rates, charges, and fees previously adopted by Resolutions approved by the City Council are hereby modified or rescinded and are superseded by the rates, charges, and fees set forth in the Water Rate Schedule. Except for those increases established by the Water Rate Schedule as verified by the Water Rate Study, all future changes to the rates, charges and/or fees for water shall be set by Resolution approved by the City Council.

SECTION 7. The City Council hereby finds and declares that this Resolution is statutorily exempt from the California Environmental Quality Act ("CEQA") by CEQA Guidelines Section 15273.

SECTION 8. If any Section of this Resolution or any portion thereof is held to be unconstitutional, invalid, or unenforceable by any court of competent jurisdiction, said ruling shall negate only the applicable Section or portion thereof, and the balance of this Resolution shall stand as written and shall remain in full force and effect.

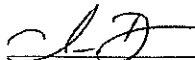
SECTION 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED and ADOPTED this 11th day of January 2017.



ATTEST:


Vivian Romero, Mayor


Irma Barajas, City Clerk

APPROVED AS TO FORM:

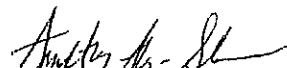

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT A

CITY OF MONTEBELLO

Schedule of Rates Per Unit and Meter Charges

Table 1

Current and Proposed Volumetric Rates

Water Rates: 1 unit equals 100 cubic feet = 748 gallons

Percent Increase		15.00%	15.00%
	Current Rates	Proposed Rates	Proposed Rates
Effective Date		2/1/17-6/30/17	7/1/17-6/30/18
For the first 6 units, per unit	\$2.531	\$2.911	\$3.347
Over 6 units, per unit	\$2.996	\$3.445	\$3.962

Table 2

Current and Proposed Monthly Meter Charges

Percent Increase		15.00%	15.00%
	Current Monthly Meter Charges	Proposed Monthly Meter Charges	Proposed Monthly Meter Charges
		2/1/17-6/30/17	7/1/17-6/30/18
Meter Size			
5/8" x 3/4"	\$18.18	\$20.91	\$24.04
3/4"	\$18.18	\$20.91	\$24.04
1"	\$33.95	\$39.04	\$44.90
1-1/2"	\$77.05	\$88.62	\$101.91
2"	\$107.72	\$123.88	\$142.46
3"	\$209.54	\$240.97	\$277.12
4"	\$280.35	\$322.40	\$370.76
6"	\$457.44	\$526.06	\$604.96
8"	\$758.49	\$872.36	\$1,003.10
10"	\$957.65	\$1,101.30	\$1,266.49
Private Fire Service - Commercial and Industrial Customers			
2"	\$53.10	\$61.07	\$70.22
3"	\$89.61	\$103.05	\$118.51
4"	\$134.14	\$154.26	\$177.40
6"	\$166.07	\$190.98	\$219.63
8"	\$229.73	\$264.19	\$303.82
10"	\$349.24	\$401.63	\$461.87

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: **Award a Contract to Fiesta Taxi Montebello's for Dial-A-Taxi Program Bid No. (19-42)**

DATE: February 12, 2020

RECOMMENDATION

It is recommended that City Council:

1. Award a contract to Fiesta Taxi Cooperative, Inc. for the Dial-A-Taxi Program for a total project cost not to exceed **four hundred twenty-nine dollars and no cents** (\$429,000.00); and
2. Authorize the City Manager to execute a contract on behalf of the City; and
3. Take such additional, related, action that may be desirable.

BACKGROUND

The City of Montebello is seeking a consultant to coordinate and provide the operation and maintenance services for the Demand Response Transportation System for Senior Citizens and Disabled Persons to be operated as a dial-a-taxi service (DAT service).

The DAT service is a reservation-based taxi service that aims to provide transportation services within a thirty (30) minute window from the time a reservation is requested. The program operates same-day service, seven (7) days a week, twenty-four (24) hours a day including holidays. Eligible users will be transported to and from any location within City Limits. In addition, the selected contractor will transport users to medical appointments within specified locations.

ANALYSIS

On October 30, 2019 the City issued a Request for Proposal (RFP) No. 19-42 ("RFP 19-42") for Dial-A-Taxi Program ("Project"). The notice inviting RFPs was published in The

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 12, 2020
DIAL-A-TAXI PROGRAM – AUTHORIZE CITY MANAGER TO EXECUTE A
CONTRACT WITH FIESTA TAXI COOPERATIVE, INC.

Page 2 of 3

Wave on November 7, 2019. The City received one (1) proposal on January 6, 2020 for the Dial-A-Taxi Program (RFP 19-42) from Fiesta Taxi Cooperative, Inc.

The initial term for this Agreement will be for three (3) years with an option for two (2) annual renewals of one (1) year each (for a maximum of five [5] years); upon the mutual, written consent of the parties.

Fiesta Taxi Cooperative, Inc., has provided this service for the City in the past. On May 29, 2013, the City Council awarded and executed a three (3) year agreement and extended said agreement for an additional three (3) years with Fiesta Taxi Cooperative, Inc. to provide Dial-A-Taxi service to the City's senior and disabled residents.

Fiesta Taxi Cooperative, Inc. offered to furnish services and materials at the price listed below:

	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)
Flag Drop Per Trip	\$2.65	\$2.65	\$2.65	\$2.65	\$2.65
Cost Per Mile	\$2.45 (.35¢ for each 1/7 mile)	\$2.45 (.35¢ for each 1/7 mile)	\$2.45 (.35¢ for each 1/7 mile)	\$2.45 (.35¢ for each 1/7 mile)	\$2.45 (.35¢ for each 1/7 mile)
Administrative Cost	10% of the monthly billing	10% of the monthly billing	10% of the monthly billing	10% of the monthly billing	10% of the monthly billing
MJM Setup Fee	(\$5,000) paid by Fiesta Taxi				
MJM Per Transaction Cost	.50¢ per transaction	.50¢ per transaction	.50¢ per transaction	.50¢ per transaction	.50¢ per transaction
Wait Time	10% of meter based on pre-priced fares	10% of meter based on pre-priced fares	10% of meter based on pre-priced fares	10% of meter based on pre-priced fares	10% of meter based on pre-priced fares
Per Trip Minimum	\$10 per trip minimum	\$10 per trip minimum	\$10 per trip minimum	\$10 per trip minimum	\$10 per trip minimum
Proposal Bond	\$7,200	\$7,200	\$7,200		

FISCAL IMPACT

The estimated annual cost for this service is **four hundred twenty-nine dollars and no cents** (\$429,000.00). Funding for this Project has been approved in the FY 19/20

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 12, 2020
DIAL-A-TAXI PROGRAM – AUTHORIZE CITY MANAGER TO EXECUTE A
CONTRACT WITH FIESTA TAXI COOPERATIVE, INC.
Page 3 of 3

Transit Department Capital Projects Budget using Contract Services Account 600-90-910-6040.10

SUMMARY

Staff is recommending that the City Council award a Contract Agreement to Fiesta Taxi Cooperative, Inc. for a term of three (3) consecutive years with an option for two (2) annual renewals of one (1) year each, not to exceed **four hundred twenty nine dollars and no cents** (\$429,000.00); authorize the City Manager to execute the Contract Agreement on behalf of the City; and direct staff to take such additional, related, action that may be desirable.

ATTACHMENTS

RFP 19-42
Fiesta Taxi Cooperative, Inc.'s Proposal
Draft Contract Agreement

**CITY OF MONTEBELLO, CALIFORNIA
DEPARTMENT OF TRANSPORTATION
Montebello Bus Lines**



REQUEST FOR PROPOSALS

FOR

DIAL-A-TAXI PROGRAM

RFP NO. 19-42

JACK HADJINIAN	-	MAYOR
SALVADOR MELENDEZ	-	MAYOR PRO TEM
KIMBERLY ANN COBOS CAWTHORNE	-	COUNCILMEMBER
ANGIE M. JIMENEZ	-	COUNCILMEMBER
DAVID TORRES	-	COUNCILMEMBER

Issued: October 30, 2019
Pre- Proposal Conference: November 19, 2019 10:30 a.m.
Written Questions Due: December 03, 2019
Response to Written Questions: December 12, 2019
Proposals Due: January 06, 2020 12:00 p.m.

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

1.1 DESCRIPTION OF THE WORK TO BE DONE

Montebello Dial-a-Taxi Program: The City of Montebello, Transportation Department, commonly known as Montebello Bus Lines (MBL), as AGENCY, requests proposals from qualified firms to coordinate and provide the operation and maintenance services for a Demand Response Transportation System for Senior Citizens and Disabled Persons to be operated as a dial-a-taxi service, hereinafter referred to as "DAT program" or "DAT service" in accordance with the terms and conditions set forth in RFP NO. **19-42**.

The Contract shall be a firm-fixed price Contract.

1.2 PROPOSAL DUE DATE

Proposals must be received by **12:00pm Monday January 06, 2019** and submitted in accordance with the instructions contained in this RFP.

Proposals should be marked RFP NO. **19-42** and submitted via PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>).

1.3 OBTAINING PROPOSAL DOCUMENTS

Proposal documents may be obtained by contacting the following person:

Name: Eric Yan
Title: Transit Grants and Projects Administrator
Address: 400 South Taylor Avenue
Montebello, CA 90640
Telephone: (323) 558-1628
E-mail: eyan@cityofmontebello.com

1.4 PRE- PROPOSAL MEETING INFORMATION

A Pre-Proposal Meeting will be held on **Tuesday November 19, 2019**. The meeting will convene at **10:30 a.m.** in the Transportation Administration Building located at 400 South Taylor Avenue, Montebello, CA. It is highly recommended that all potential proposers attend this important meeting.

1.5 AFFIRMATIVE ACTION

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

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 best serve the interest of the AGENCY.

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 DESCRIPTION OF THE WORK TO BE DONE

The City of Montebello, Transportation Department, commonly known as Montebello Bus Lines (MBL), as AGENCY, requests proposals from qualified firms to provide DAT Service in accordance with the terms and conditions set forth in RFP NO.19-42.

The Contract shall be a firm-fixed price Contract.

2.2 PROPOSED SCHEDULE FOR THE PROCUREMENT

The following is the solicitation schedule for proposers:

Event	Date / Deadline
Issue Request for Proposal:	October 30, 2019
Pre-Proposal Meeting:	November 19, 2019
Written Questions Due:	December 03, 2019
AGENCY'S Response to Written Questions:	December 12, 2019
Proposal Due:	January 06, 2020
Approval of Contract Award by City Council:	February 2019

The AGENCY reserves the right to alter the dates shown above by written notice.

2.3 OBTAINING PROPOSAL DOCUMENTS

Proposal documents may be obtained by contacting the following person:

Name: Eric Yan
Title: Transit Grants and Projects Administrator
Address: 400 South Taylor Avenue
Montebello, CA 90640
Telephone: (323) 558-1628
E-mail: eyan@cityofmontebello.com

2.4 PROPOSAL DUE DATE

Proposals must be received by **12:00 p.m. Monday January 06, 2020**. Proposals must be prepared and submitted in accordance with the instructions included herein.

Proposals should be marked RFP NO. **19-42** and submitted via PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>).

A proposal is late if the AGENCY receives it after the deadline stated above. The AGENCY may reject a late proposal without evaluation.

Proposals shall be signed by proposer's authorized representative on the forms provided by the AGENCY. The AGENCY will not be responsible for any liability claims or costs incurred by the proposer in the preparation, transportation, and submission of proposals.

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 best serve the interest of the AGENCY. All proposals become the property of the AGENCY once they are submitted, and copies of the proposals and materials will be returned only if requested and at the proposer's expense. The making of an award is contingent upon the availability of funding.

The AGENCY reserves the right to make award within ninety (90) calendar days from the date proposals are opened. Should award in whole or part be delayed beyond the period of ninety (90) days, such award shall be conditioned upon proposer's acceptance.

2.5 PRE- PROPOSAL MEETING INFORMATION

A Pre-Proposal Meeting will be held on **Tuesday November 19, 2019**. The meeting will convene at **10:30 a.m.** in the Transportation Administration Building located at 400 South Taylor Avenue, Montebello, CA. This is a question/answer session; attendance is not mandatory.

2.6 QUESTIONS, CLARIFICATIONS AND INTERPRETATION

All correspondence, communications and contact in regard to any aspect of this solicitation or offers shall be only with the following person [or his or her designated representative if applicable].

Name: Eric Yan
Title: Transit Grants and Projects Administrator
400 South Taylor Avenue
Address: Montebello CA 90640
E-mail: eyan@cityofmontebello.com
Telephone: (323) 558-1628

Unless otherwise instructed by the above person, proposers and their representatives shall not make any contact with or communicate with any member of the AGENCY, or its employees and consultants, other than the designated person above, in regard to any aspect of this solicitation or offers.

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 the above person by U.S. mail, electronic mail or facsimile.

2.7 ADDENDA

The AGENCY reserves the right to amend the RFP. Any amendments to the RFP shall be described in written addenda. Notification of the addenda will be distributed to all prospective proposers officially known to have received the RFP.

Failure of any prospective proposer to receive the notification or addenda shall not relieve the proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP.

Prospective proposers shall acknowledge the receipt of each individual addendum in their proposals by submitting the Receipt of Addenda Form. Failure to acknowledge in the proposal receipt of addenda may, at the AGENCY'S sole option, result in disqualification of the proposal.

SECTION 3 GENERAL PROVISIONS

3.1 CONTRACT SECURITY - BID, PERFORMANCE AND PAYMENT BONDS

As required, CONTRACTOR shall furnish at the time of execution of the Contract, at its own expense, a Faithful Performance Bond payable to the AGENCY in the amount of one hundred percent (100%) of the full amount of the Contract as a guarantee of good faith on behalf of the CONTRACTOR that the terms of the Contract shall be complied with in every particular. Such performance bond shall be in effect during the full term of the Contract, until Final Acceptance.

CONTRACTOR, at its sole expense, at the time of execution of the Contract, shall deposit with the AGENCY a Labor and Materials Payment Bond issued by a surety acceptable to the AGENCY and naming the AGENCY as the sole beneficiary of an amount equal to fifty percent (50%) of this Contract's total price in the event CONTRACTOR fails to pay its employees, Sub-contractors, material men, or others supplying CONTRACTOR with labor or materials under this Contract. Said bond shall also require such surety to defend the AGENCY against any claims or causes of action arising out of Contractor's said failure to pay, whether such claims or actions are instituted before administrative, quasi-judicial, or judicial bodies.

Bonds must be posted with the AGENCY as follows:

Faithful Performance Bond - 100% of contract amount, submitted at execution of contract.

Labor and Materials Payment Bond - 50% of contract amount, submitted at execution of contract.

Only bonds issued by companies which are rated "A-" or better in the "Best Rating Guide," "The Best Key Rating Guide to Property Casualty Companies," and/or rated in the "Federal Register Circular 570," 1984 Revision (or most recent addition) will be accepted. Failure to submit acceptable bonds will be cause of rejection of bid.

Attorneys-in-fact who sign bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

Withhold of Prevailing Wage Forfeited Amounts: In accordance with SB 222, the AGENCY is required to withhold any amounts from progress payments to CONTRACTOR 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 CONTRACTOR fails to bring a lawsuit for amounts withheld within ninety (90) days after the completion of the public works contract and formal acceptance of the job by the AGENCY.

3.2 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 effective until it has been fully executed by all of the parties thereto. Failure to execute the Contract and file a bond that is acceptable to the AGENCY 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 AGENCY not as a penalty, but as liquidation of damages sustained. Award may then be made to the next responsive, responsible and qualified proposer, or the work may be re-advertised as AGENCY may decide.

3.3 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 AGENCY and CONTRACTOR. If the Notice to Proceed has not been issued within the 15-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Contract without further liability on the part of either party.

3.4 BUSINESS LICENSE

The CONTRACTOR and all Sub-contractors will each secure a City of Montebello Business License prior to commencing work or services.

3.5 PERMITS (NOT APPLICABLE FOR THIS PROCUREMENT)

CONTRACTOR 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.

3.6 SINGLE PROPOSAL

In the event a single proposal is received, AGENCY 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 AGENCY to conduct a cost analysis of the proposal price.

3.7 AWARD OF CONTRACT (TERMS OF CONTRACT)

Within ninety (90) 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 its proposal, that its proposal has been accepted and that it has been awarded the Contract.

The initial term of this agreement shall be for three (3) years with an option for two (2) annual renewals of one (1) year each; upon mutual consent of the parties.

This agreement may be extended provided that terms and conditions remain the same or as mutually agreed upon by the parties.

3.8 APPROVED EQUALS

All proposals shall be in strict compliance with the requirements and Technical Specifications of this proposal, including the provisions herein regarding “approved equals” and “deviation”. Where a feature, component, or item is specified by brand name (in these provisions), the words “or approved equal” will apply. Where the approval of AGENCY is specifically required by these provisions in connection with a particular feature, or if the proposer proposes to submit a proposal containing “approved equals” or “deviations” from specific requirements of these provisions, the proposer shall submit written requests at least ten (10) working days prior to the date and hour of the proposal opening and be accompanied by an itemized comparison of the proposed substitution with the products specified or named by Addenda, and by the enclosed Product Evaluation Questionnaire. The questionnaire is available upon request.

Proposals shall be submitted containing any such approvals, approved equals or deviations as are specifically approved and confirmed in writing by AGENCY. Each proposal must be accompanied by documentation regarding any such approvals granted by AGENCY for that proposal. Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a proposal may be cause for its rejection.

It should be understood that specifying a brand name, components and/or equipment in this provision shall not relieve the CONTRACTOR from its responsibility to produce the product in accordance with the performance warranty and contractual requirements. The CONTRACTOR is responsible for notifying AGENCY of any inappropriate brand name, component and/or equipment that may be called for in the provisions.

3.9 MANUFACTURER'S EXPERIENCE (NOT APPLICABLE FOR THIS PROCUREMENT)

Wherever it may be written that an equipment manufacturer must have a specified period of experience with its product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide a bond deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

3.10 CONTRACTOR RESPONSIBILITY FOR MATERIALS AND ACCESSORIES IN VEHICLES

The CONTRACTOR shall assume responsibility for materials and accessories used in the vehicles, whether the same are made by the CONTRACTOR or purchased under sub-contract from an outside source.

3.11 PAYMENT

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, CA 90640.

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

3.12 CONTRACTOR ELIGIBILITY (NON-COLLUSION, DEBARMENT)

Affidavits are required to be completed by the CONTRACTOR and by all Sub-contractors declaring that the proposal is in all respects fair and without collusion or fraud. **(Non-Collusion Affidavit of Prime Bidder; Non-Collusion Affidavit of Sub-Contractor)**

A Contract cannot be awarded to any vendor that is on the United States Comptroller General's list of ineligible contractors. The potential Prime CONTRACTOR and all potential Sub-contractors must complete the **Ineligible Contractors Form** regarding debarment for violations of public contracts incorporating Labor Standard Provisions.

3.13 ORAL CHANGES

Oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, AGENCY prior to becoming a Contract modification.

3.14 INSURANCE

CONTRACTOR shall procure and maintain for the duration of the Contract insurance against claims for 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.

MINIMUM SCOPE OF LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- A. 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 **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability:** 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.
- C. Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit if no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if CONTRACTOR provides written verification that it has no employees)
- D. Professional Liability** (Errors and Omissions) 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 AGENCY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

AGENCY shall have no responsibility of liability for such insurance coverage.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The AGENCY, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the AGENCY.

Waiver of Subrogation

CONTRACTOR hereby grants to AGENCY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the AGENCY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the AGENCY has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the AGENCY. The AGENCY may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the AGENCY.

Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

CONTRACTOR shall furnish the AGENCY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the AGENCY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Sub-Contractors

CONTRACTOR shall require and verify that all Sub-Contractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

AGENCY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3.15 QUALIFICATIONS OF PROPOSERS

Proposers shall satisfy AGENCY of their ability to furnish the specified services. 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 with the sealed proposal if the proposal is to be considered responsive.

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 with the sealed proposal if the proposal is to be considered responsive.

3.16 PERFORMANCE OF WORK

It is the intent of these specifications to provide only highest quality of service that best meets the interests of the City. The service shall be the best obtainable. The design of the vehicles which the CONTRACTOR proposes to furnish must be of such as to produce safe and excellent service in all respects. The price to be quoted and submitted shall include all items of labor, materials, tools and any other costs necessary to fully complete the Demand Response Transportation System for Senior Citizens and Disabled Persons; pursuant to the provisions referenced in this RFP. It is the aim of these specifications that the CONTRACTOR provides a complete product of the type prescribed. Any items omitted from such specifications which are clearly necessary for the successful operation of the project, although not directly specified or called for in this RFP, the quality of standard components not covered by the language of these specifications will be a factor determining a proposal award. No advantage shall be taken by the CONTRACTOR in the omission of any part or detail which goes to make the vehicles or

equipment complete and ready for service, even though such a part is not mentioned in these specifications.

3.17 MATERIALS AND WORKMANSHIP (SAFE OPERATIONAL VEHICLES)

All vehicles and vehicle equipment shall be maintained in safe excellent working condition; both operationally and in appearance.

3.18 PROPOSAL PROTEST PROCEDURES (POLICY BEFORE PROPOSAL OPENING)

A protest filed before a proposal opening must be filed in writing no later than ten (10) working days before a proposal opening. 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. The AGENCY will grant the protesting firm a fair review, and allow up to ten (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 AGENCY 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 (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. A protest that is mailed to the Director of Finance must be received by the AGENCY within the specified time frame.

The City of Montebello
Attn: Director of Finance
1600 West Beverly Boulevard
Montebello, CA 90640

- B.** The protest must contain the reason(s) for the protest and should recommend a remedy.
- C.** Where appropriate, AGENCY will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers and Sub-contractors 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.** AGENCY 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 AGENCY or the Federal Government.

- F. AGENCY will respond in writing within ten (10) working days after receipt of a properly filed protest. The response will be provided by the Director of Finance 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 Director of Finance has the authority to make the final determination regarding all protests.

3.19 PROPOSAL PROTEST PROCEDURES (POLICY AFTER PROPOSAL OPENING)

A protest filed after a proposal opening or post award must be filed within five (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. The AGENCY will grant the protesting firm a fair review, and allow up to ten (10) working days to review or appeal a decision provided no state or federal law has been violated. It is the intent of AGENCY to resolve all protests at the local level.

All protests, including protests within Federal Transit Administration funded projects, must follow certain guidelines.

- A. The protest must be submitted in writing within the specified time frame (no later than five (5) working days after the proposal opening or notice of award). All protests must be filed with the Director of Finance for determination. A protest that is mailed to the Director of Finance must be received by the AGENCY within the specified time frame.
- B. The protest must contain the reason(s) for the protest and recommend a remedy.
- C. Where appropriate, AGENCY will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers and Sub-contractors or suppliers provided they have a substantial economic interest in a portion of the RFP.
- D. AGENCY will respond in writing within ten (10) working days after receipt of the protest. The response will be provided by the Director of Finance and will include a response to each substantive issue raised in the protest.
- E. After exhaustion of administrative remedies, the protesting party will be given our final decision. The Director of Finance has the authority to make the final determination regarding all protests.

All protests must be filed within five (5) working days of the date the protester knew or should have known of the violation.

3.20 DRUG-FREE WORKPLACE (ATTACHMENT I AND COPY OF POLICY REQUIRED)

The CONTRACTOR, and all Sub-contractors, must certify that they have a drug-free workplace for all employees and comply with the Drug-Free Workplace Act of 1988 and all applicable

Federal drug and alcohol regulations governing workplace anti-drug use and alcohol misuse programs (**Certification of Drug-Free Workplace**).

3.21 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 Agreement [49CFR 18.36(i)(2)].

3.22 SUB-CONTRACTORS LIST

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**).

Required Submittals for Sub-Contractors: Listings of all Sub-contractors performing work for the prime Contract shall be submitted and received with the proposer's proposal. Lists of Sub-contractors 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).

Terms and Conditions Binding Upon Sub-Contractors: All terms and conditions contained in this proposal shall be binding upon the CONTRACTOR'S Sub-contractors. The CONTRACTOR shall enter into Contracts with its Sub-contractors and these Contracts shall contain these terms and conditions.

3.23 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.

3.24 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.

SECTION 4 SPECIAL PROVISIONS

4.1 PROPOSAL FORMAT, INFORMATION AND EVALUATION

A. Request for Proposal (RFP) Format

The proposal will be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. The response to this RFP must be made in accordance with the format set forth in this Section and any other forms listed on the Form Submittal Requirement. Failure to adhere to the following format may be cause for rejection of the proposal as non-responsive.

1. Cover Letter

The proposal should contain a cover letter and introduction (limit to one page) and include the company name and address, and the name and telephone number of the persons who will be authorized to represent the bidder regarding all matters related to the proposal and any contract subsequently awarded to said bidder. This letter shall be signed by a person(s) authorized to bind the company to all commitments made in the proposal.

2. Format

The proposal must include completion of **Appendix B**. To ensure a standardized basis for the comparison of various cost proposals, all proposed costs must be specified in accordance with **Appendix B**. All Contractors shall assume the service hours contained in **Appendix B**.

The service may be modified during the term of the contract. In such case, additional service hours will be reimbursed at the hourly rate of the agreement.

The standard proposal form requires firm costs per service hour including maintenance, fuel, personnel, and all other costs. In evaluating the proposals, the City may communicate with one or more of the proposers for the purpose of clarifying information. In submitting any additional information requested, the Contractor may not change or embellish the original cost proposal.

B. Information

It is the Contractor's responsibility to prepare a proposal that is representative of the Contractor's qualifications. If there is any additional information that would assist the City in assessing the proposal better, the Contractor should include all such information in the proposal.

The RFP has been structured to provide specific requirements that function as a standardized framework for the evaluation of a prospective Contractor's qualifications. The evaluation criteria will allow the City to examine the qualifications of the Contractor, qualifications of the proposed staff, technical approach/work plan and cost effectiveness for operation of the service. A selection panel will evaluate and rank all proposals with respect to the evaluation criteria.

Contractors may be required to make oral presentations to the Evaluation Committee. The successful Contractor will be named after the proposals and presentations are evaluated to select the most qualified bidders. The top qualifiers requested to make oral presentations will be notified of the time and place prior to the presentation.

C. Evaluation Criteria

1. Firm Qualification and Past Performance (25%)

The Contractor should submit a detailed company portfolio including the company's financial viability within the past three (3) years, credit references, on-going projects and all pending litigation which the company may be directly or indirectly involved.

Contractor must furnish proof of ability to perform the terms of this proposal. This section should contain a list of clients, their addresses and telephone numbers, for whom the Contractor has performed services similar to those described in this RFP. Also include a description of all those similar services

2. Staff Qualification of Key Personnel (25%)

This section shall include, but is not limited to, a listing of all required personnel and qualifications for each key position. A Project Manager must be designated and identified, and a detailed resume must be submitted; resumes of other key personnel should also be provided. The percentage of the project manager's time dedicated to this project should be included, along with the dedicated time of other key personnel. If personnel must be shared with other projects, indicate exactly how much time will be devoted to other projects. If sub-contractors are to be used, describe the arrangement as well as their role in the project. All sub-contractors must be pre-approved by the City. An organizational chart of management personnel shall also be included in this section.

3. Technical Approach/Work Plan (25%)

A technical proposal must be provided describing the Contractor's method and resources to perform the work described in this RFP. This section should describe how the proposer will make effective use of personnel to ensure quality service delivery. The Contractor should discuss, in as much detail as possible, its proposed operational programs, including but not limited to the following: vehicle operator hiring, training and evaluation; on-street supervision; drug and alcohol testing policy; vehicle preventive maintenance plan; documentation and maintenance of program records; communication and dispatching plan.

4. Cost Effectiveness (25%)

The City is interested in cost effectiveness and will evaluate proposed costs in relation to the quality and level of service to be provided. Cost per hour will be evaluated in relation to the service hours required in this RFP.

SECTION 5 FEDERAL REQUIREMENTS

Reference Section 6.10 Federal Drug and Alcohol Regulations

SECTION 6 TECHNICAL SPECIFICATIONS (SCOPE OF WORK)

6.1 INTRODUCTION

The City of Montebello, Department of Transportation (also known as “Montebello Bus Lines” or “MBL”) is requesting technical and cost proposals from qualified and experienced contractors to coordinate and provide the operation and maintenance services for a Demand Response Transportation System for Senior Citizens and Disabled Persons to be operated as a dial-a-taxi service, hereinafter referred to as “DAT program” or “DAT service.” It is the City of Montebello’s (the “City”) intent to award one (1) contract for the operation and provision of services for the DAT program.

6.2 SERVICE GOALS AND OBJECTIVES

The goal of the Montebello DAT program is to provide high quality curb-to-curb transportation services to senior citizens and disabled residents of the City of Montebello who are unable to use public transit services. The DAT program is a reservation based taxi service that aims to provide transportation services within a thirty (30) minute window from the time a reservation is requested.

Individuals who required mobility aids such as wheelchairs, walkers, canes etc; or those individuals who have difficulty boarding or exiting the taxi vehicle are provided assistance as follows:

- A.** Assistance with opening and closing vehicle doors.
- B.** Assistance with securing mobility aids.
- C.** Assistance with positioning the vehicle in a manner that facilitates entering and exiting the vehicle.
- D.** Assistance with carrying small packages (weight not to exceed 20 lbs)

6.3 PROJECT DESCRIPTION

A. Hours of Operation

The DAT Program operates same-day service, seven (7) days a week, twenty-four (24) hours a day including holidays.

B. Service Area

The Contractor shall transport eligible users to and from any location within the City limits. Contractor shall also transport DAT program users to a medical appointment at any location within the following boundaries and designated medical facilities:

- North boundary: 10 Freeway; South boundary: Slauson Avenue; West boundary: 710 Freeway; East boundary: 605 Freeway. Refer to **Appendix A** for Service Area Map.
- Presbyterian Intercommunity Hospital, 12401 Washington Blvd., Whittier CA 90602
- Bright Medical Center, 15725 Whittier Blvd., Whittier CA 90603

C. Eligible Users

The Contractor shall provide DAT services to all eligible users who have been registered. Eligible users shall be City residents who are at least sixty-two (62) years of age or disabled of any age. The term disabled is intended to include all who are unable to use public transit because of illness, injury, or other permanent disability.

The Contractor must allow a registered care attendant to travel with an eligible user, if indicated on the MBL issued identification card. The Contractor must ensure disabled participants who are under 18 years of age are accompanied by an adult.

The Contractor must allow a service animal to travel with persons with disabilities as indicated on the eligible user's identification card.

D. Registration and Identification Information

MBL will register and certify eligible users of the DAT Program (hereinafter "DAT participants" or "participant"). Each eligible DAT participant will receive a DAT identification card.

The identification card will indicate if a personal care attendant and/or service animal may ride with the DAT participant. The Contractor must require every DAT participant to show a DAT identification card each time service is provided.

E. Dedicated Telephone Number

The Contractor will maintain a dedicated telephone number for the exclusive use of the DAT program and all calls answered on the dedicated phone line must be identified as "Montebello Dial-A-Taxi."

F. Phone Services Requirements

The Contractor shall have sufficient staffing levels to ensure rapid and accurate response to phone calls. Staffing levels must be sufficient to achieve an average initial hold time for calls of no longer than two (2) minutes. Contractor must resolve a minimum of ninety-five percent (95%) of all calls within five (5) minutes.

The Contractor shall have trained staff that is knowledgeable and able to provide information regarding the DAT program.

Contractor shall provide courteous and professional service to all callers. The goal should be to meet or exceed the DAT participant's expectations for good service.

G. Reservation Scheduling

The Contractor will accept requests seven (7) days a week, twenty-four (24) hours a day. The Contractor must accept appointments as early as one (1) day prior to a trip and as late as thirty (30) minutes prior to the requested pick up time. The Contractor must confirm the user as a registered DAT participant. The Contractor must request participant's name, DAT identification number, the number of passengers in the party and the pick up and drop off locations. If exact address is not available for business locations, the business name and cross streets may be accepted. The Contractor must provide participants a reservation confirmation number.

At the time of reservation, the Contractor is required to ask all DAT participants if special accommodations are needed. Non-ambulatory participants must be provided a wheelchair accessible vehicle. Wheelchair accessible vehicles must be made available to non-ambulatory participants within one hour of the requested pick up time.

The Contractor must provide an estimated pick up time that may be up to thirty (30) minutes of the requested pick up time. If the Contractor provides an estimated time that significantly differs from the thirty (30) minute requirement, the Contractor will be held responsible for the estimated time provided. For example, if the Contractor promises a DAT participant an estimated pick up time of ten to fifteen minute, this promise will be considered the new window of time requirement. The Contractor will be considered late if the taxi arrives outside of the promised window of time.

H. Reservation Cancellation

Contractor must allow participants to cancel reservations up to one (1) hour prior to a scheduled pick up appointment. Contractor must log all canceled reservations and provide the log to MBL in a monthly report.

I. Fares

The Contractor must accept MBL issued DAT program coupons or electronic fare media payment. Upon accepting payment, the Contractor must confirm the identity of each participant by verifying the DAT identification card. No cash fares shall be collected or requested from DAT participants. Tips and gratuities shall not be accepted or encouraged. Contractor shall immediately and permanently remove any and all employees from the DAT program who solicit tips, gratuities, or unauthorized fares.

MBL reserves the right to 1) utilize its own electronic fare payment system; 2) utilize the Contractor's electronic fare payment system; or 3) use coupons for fare payment. MBL will select the method that best meets its DAT participants' needs in a cost effective manner.

J. Complaints and Comments

1. All customer complaints received by the Contractor must be responded to by the Contractor within three (3) business days of the time the complaint is received. The response shall be a form, which specifically addresses the complaint and explains the reason for the events which caused the complaint. A copy of each letter sent by the Contractor responding to complaints, or complaints form, shall be sent to the MBL Program Manager.
2. Copies of all customer comments received and the resolution or disposition of the comments including any action or investigation required for resolution shall be sent to MBL's Program Manager.

K. Unscheduled Passenger (Flag Downs)

The Contractor shall **not** at anytime pick up any unscheduled passengers who attempt to 'flag down' or otherwise request a ride from the vehicle operator without having made an appointment through the established reservation scheduling process.

L. Information and Public Relations

The Contractor shall be responsible for producing and maintaining an adequate supply of DAT program informational material. Electronic files must be made available to MBL in a format that can be posted on the City's website.

All information or any other material that reflects the City, MBL or the DAT program must be approved by MBL's Program Manager.

The Contractor shall be required to attend meetings or make presentations as requested by MBL.

6.4 ADJUSTMENT TO SERVICE

The City reserves the right to adjust its DAT Program or DAT services at any time, and the Contractor expressly acknowledges that it is probable that such services will be adjusted at some future time. Such adjustments may include (but are not limited to) expanding or decreasing service hours or days of service, or increasing or decreasing service areas, adjusting fares, or requiring advance reservations.

The Contractor is required to make changes as requested within thirty (30) calendar days of the receipt of notice. If the Contractor cannot make the changes requested the contract may be cancelled.

6.5 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall coordinate, manage, and control all necessary DAT program activities that shall include: providing vehicle operations, vehicle maintenance and operating personnel; providing vehicle operator and other personnel training; developing administrative procedures, performance statistics, and financial records; and developing methods to maximize service efficiency. The Contractor shall provide a high quality customer service oriented DAT service operation.

The selected Contractor shall abide by and obey all applicable Federal, State, and City laws and regulations. The Contractor must also fully comply with all provisions of the Americans with Disability Act requirements.

The Contractor is responsible for compliance with Assembly Bill No. 1069: taxicab transportation services.

6.6 PROJECT PLAN AND STAFFING PLAN

The Contractor shall provide a plan in the proposal that describes in detail the performance and function of all key personnel. An essential component of this plan should be a list of positions necessary to support the provision of the service, including project manager, front line supervision, dispatchers, operations manager, vehicle operators, pertinent maintenance management, and any other key personnel.

The Contractor shall also provide a plan in the proposal that describes all supervisory tasks and requirements necessary for the project including supervision, dispatching, schedule adherence checks, complaint investigation and response, report writing, and training. In addition, the plan

should include a list of all positions necessary to meet those requirements and the percentage of time each position will be devoted to each task.

Since supervision is so critical to the overall efficiency of the DAT program, the Contractor must include in their proposals a detailed plan regarding the duties and responsibilities of the supervisory staff. The information provided will be used to compare proposals in terms of resources dedicated in the technical approach/work plan.

Upon awarding the contract and during the term of the contract, the Contractor shall be responsible for notifying MBL regarding any changes in proposed personnel duties or hours that deviate from the original proposal. MBL reserves the right to approve any changes in the proposed personnel duties or hours per this project.

6.7 PERSONNEL

The Contractor shall be solely responsible for maintaining an adequate quality labor force, and for the satisfactory work performance of all employees as described by this RFP or any reasonable performance standard established by the City.

The Contractor shall be solely responsible for payment of all employees' wages and benefits and sub-contractors' cost. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security. The Contractor shall hold the City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The City shall have the right to demand removal from the project, for reasonable cause (to be determined by the City), of any personnel furnished by the Contractor. The City must be notified in writing of new hires or reassignments of project personnel. The City reserves the right to approve any changes in the Contractor's proposed key project staff.

6.8 PROJECT MANAGEMENT

The Contractor shall designate a Project Manager, who will oversee the proper operation of the service. It is required that this person be identified and his/her resume included in the Contractor's proposal. The City reserves the right to approve any change of the Project Manager for this service. The Project Manager will provide both front line supervision and management of the project's accounts and operating records.

- A.** Project Management shall include but is not limited to the following:
 - 1. Contractor shall be responsible for collection of acceptable National Transit Database (NTD) data and other pertinent ridership information. The Contractor shall submit monthly and annual NTD based reports to MBL;
 - 2. Maintenance of projects accounts;
 - 3. Preparation of a monthly invoice that will document all charges minus any possible penalties, missed or incomplete service;
 - 4. Responsibility for any operational problems and/or passenger complaints and accurately reporting these problems to MBL within three (3) business days or sooner, if required.
- B.** Front line supervision shall include but is not limited to the following duties:
 - 1. Training and scheduling of all regularly assigned project personnel;
 - 2. Arranging the assignment of quality back-up personnel whenever necessary;

3. Distribution and collection of operating reports;
4. Daily monitoring of ridership;
5. Supervision of all project staff to ensure that the quality of the services meets or exceeds the requirements of this RFP and the proposal.

6.9 VEHICLE OPERATORS

Vehicle operators will work on a schedule that ensures a consistent and overall high quality of service. Vehicle operators must have a valid California driver's license and, if required, maintain any additional certification required by applicable federal, state and local regulations.

- A.** The Contractor shall conduct pre-employment DMV checks of all personnel including independent or sub-contracted employees hired for service, and shall check DMV records at least every twelve (12) months for accidents, vehicle code violations, and valid driver's licenses of its employees whose job requires them to operate vehicles for this project. This information shall be made available for the review by MBL upon request. It is the responsibility of the Contractor that driver's licenses and appropriate certificates are always current.
- B.** The Contractor shall require vehicle operators to provide assistance to individuals who required mobility aids such as wheelchairs, walkers, canes etc; or those individuals who have difficulty boarding or exiting the taxi vehicle. Assistance renders may include but is not limited to: opening and closing vehicle doors for DAT participants; assistance with securing mobility aids; assistance with positioning the vehicle in a manner that facilitates entering and exiting the vehicle; and assistance with carrying small items (weight not to exceed 20 lbs).

The vehicle operator is not required to endanger their own safety in assisting DAT participants but must be able to perform the basic physical demands of performing the services provided in this RFP.

- C.** Vehicle operators must be able to effectively communicate in English. The use of a secondary language that assists in communicating with DAT participants is desirable.
- D.** Vehicle operators are expected to maintain a professional standard of appearance and must displays the driver's name or identification number. The Contractor shall provide a copy of their company appearance policy to MBL for approval. MBL reserves the right to add additional requirements if the Contractor's policies appear inadequate.

6.10 FEDERAL DRUG AND ALCOHOL REGULATIONS

Contractor hereby certifies that it will provide a drug and alcohol free workplace and shall at all times during the term of the contract, observe and comply with the U.S. Department of Transportation and Federal Transit Administration's Drug and Alcohol testing regulations.

Contractor should establish and maintain a drug and alcohol policy to assure employee fitness for duty and to protect employees, passengers, and the public from the safety and health risks

posed by the misuse of alcohol and the use of prohibited drugs. The policy shall comply with all applicable State and Federal regulations governing workplace anti-drug use and alcohol misuse programs in the transportation industry. They shall include the regulations promulgated by the U.S. Department of Transportation (DOT) and the Federal Transit Administration (FTA) , and include the following: DOT 49 CFR Part 40, as amended ("Procedures for Transportation Workplace Drug and Alcohol Testing Programs"); FTA 49 CFR Part 655 ("Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations"); DOT 49 CFR Part 29 ("Drug-Free Workplace Act of 1988"); and California Government Code Sections 8350 et seq. ("Drug-Free Workplace Act of 1990"). The Policy shall incorporate the requirements of the above regulations for safety-sensitive employees.

Contractor must submit its drug and alcohol testing policy to the City.

The City must certify annual compliance to FTA and shall provide assistance to Contractor in completing annual Management Information Systems reports during the term of the contract.

- A.** Contractor shall submit to the City all required drug and alcohol testing data using the appropriate FTA prescribed forms on an annual basis, no later than February 15th of each year following the close of the previous calendar year.
- B.** Contractor shall also provide DOT certifications from collection site for urine specimen collectors, B.A.T. (Breath Alcohol Technician), S.T.T. (Screening Test Technician), M.R.O. (Medical Review Officer), and S.A.P. (Substance Abuse Professionals) annually. Reports shall be mailed to:

City of Montebello
Transportation Department
400 South Taylor Avenue
Montebello, CA 90640
Attn: Drug and Alcohol Program Manager

Contractor shall provide the City or its designee with quarterly drug and alcohol testing reports using the applicable forms required by the FTA. The quarterly report must be submitted no later than the 15th of the month following the close of each quarter, as described below. Continued payment of Contractor invoices by City is contingent upon Contractor submission of the required reports on a timely basis and compliance with DOT and FTA mandated rules.

Quarterly Drug and Alcohol Reporting		Submit By:
1 st Quarter	Jan Feb Mar	April 15 th
2 nd Quarter	Apr May Jun	July 15 th
3 rd Quarter	Jul Aug Sept	October 15 th
4 th Quarter	Oct Nov Dec	January 15 th

The Project Manager for the Contractor shall be responsible for the ongoing monitoring of Contractor compliance with DOT and FTA regulations, including ensuring that the quarterly and annual reports, as described above, are submitted on time.

The City reserves the right to audit the Contractor's compliance on an annual basis by designated City staff or designee which may include site visits and mock collections, and report findings to the Director of Transportation and Project Manager responsible for the contract.

6.11 TRAINING

The Contractor shall provide a program of driver training in vehicle operation, safety, passenger relations, ADA requirements and on-time performance. The Contractor shall also provide an on-going safety program to ensure a safe operating environment. Vehicle operators must be trained in all operational procedures relating to the DAT program.

Personnel must be trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment and properly assist and treat individuals with disabilities who use the service in a courteous and respectful way, with appropriate attention to the difference among individuals with disabilities (49 CFR 37.173).

The Contractor must provide a detailed description of their operator training program, including customer service training. The Contractor shall describe how it will maintain a customer service program that addresses communication with and assistance to customers with disabilities in compliance with the Americans with Disabilities Act (ADA).

The training will include various topics including the areas of defensive and safe driving, emergency crisis management, understanding work expectations, and other relevant topics. The Contractor shall submit a written training schedule with specific topics and objectives upon request to the MBL Program Manager. The Contractor may also be required to provide training that may be pertinent to the issue at the time or attend training provided by MBL.

6.12 SERVICE VEHICLES

The Contractor shall provide service vehicles that are easily recognized as part of the DAT program. The Contractor shall include in their proposal a description of all vehicles proposed to be used in DAT service. All proposed vehicles must meet the California requirements and all vehicle systems must be in good working condition. All vehicles must have working air conditioning and heating systems that are adjusted for the comfort of DAT participants. All service vehicles need to equip with electronic fare/data collecting system.

Wheelchair accessible vehicles shall be available during all DAT service hours. Wheelchair accessible vehicles shall accommodate mobility devices in common use, including small scooters and power wheelchairs, and should meet all requirements of the Americans with Disability Act (ADA).

All vehicles and vehicle equipment used for the DAT program shall be maintained by the Contractor in a state of good repair and in a condition that is satisfactory to the City. The Contractor shall assume all responsibility for the proper maintenance and cleanliness of DAT program vehicles.

The City reserves the right at any time to inspect, exam or test any vehicle or equipment used in the performance of DAT services in order to ensure compliance with standards established in this RFP. The Contractor shall submit maintenance records to MBL upon request.

6.13 COMMUNICATION SYSTEM

The Contractor shall provide a communication system in each service vehicle that will allow for the timely and efficient dispatching, coordination, and responding to necessary service requests and communicate effectively regarding DAT services.

6.14 APPLICABLE CODES AND REGULATIONS

All vehicles required to be utilized for this proposal shall be safe for operation on public streets over the term of the project, and meet all requirements in the California Vehicle Code. All parts of the vehicle and all equipment mounted on or in the vehicle shall conform to the California Vehicle Safety standards, if applicable. Particular attention shall be directed to the California Highway Patrol Motor Carrier Safety Regulations. If vehicles are required to be inspected by the California Highway Patrol as it pertains to the California Code of Regulations Title 13, MBL shall be notified of such inspections. The results of those inspections shall be transmitted to the City immediately, and any applicable signed certification shall be displayed or carried on the vehicles.

If required, the Contractor shall maintain a record of satisfactory California Highway Patrol (CHP) terminal inspections throughout the life of the contract. If the Contractor receives an unsatisfactory rating from the CHP, the Contractor shall notify the City immediately and indicate the plan of action implemented to correct the deficiency. The City reserves the right at its sole discretion to inspect and reject temporarily or permanently, by notice to the contractor, any vehicle the Contractor proposes to use or subsequently utilizes which the City deems unacceptable.

6.15 OPERATING PERFORMANCE STANDARDS

The Contractor will be held responsible for project management according to specified operating procedures. MBL may establish additional rules that are reasonable for operation of DAT services after consultation with the Contractor. Vehicles shall be operated with primary regard for the safety, comfort, convenience, and overall satisfaction of passengers and the general public.

The Contractor shall provide service as scheduled or according to any adjusted schedule established by MBL, including service modifications required as a result of a declared emergency. The contractor shall strive to maintain on-time performance; however, the Contractor shall not be held responsible for failure to provide on-time service due to unusual weather or traffic conditions, or naturally occurring disasters, if sufficient documentation is provided to MBL. The Contractor shall include in their proposal the operational plan for maintaining on-time performance. Contractor shall also discuss in their proposal their operational plan for expeditiously resuming service in the event of a road call or other interruption in service. Operational difficulties that result in missed trips or vehicles not operating as required by this RFP must be reported immediately to MBL.

The Contractor shall establish procedures in order to ensure that project management staff are aware of passenger complaints and operational problems. Vehicle operators must report any passenger complaints or operational problems with the vehicle immediately to management staff, who will ensure that appropriate measures are taken by supervisory or maintenance staff to correct the problem and that all complaints are reported to MBL.

The Contractor shall establish procedures instructing vehicle operators, supervisors, management or other staff members on the proper method for directing passengers to report customer comments to MBL. Contractor shall also establish procedures for monitoring of service quality, including on-time performance, missed trips, preventive maintenance of vehicles, vehicle cleaning, vehicle operator courtesy, etc.

6.16 PERSONNEL PERFORMANCE STANDARDS

The Contractor shall describe how the performance of the vehicle operators, dispatchers and supervisory personnel will be monitored and evaluated.

Regularly assigned vehicle operators or a fully trained back up must be available and on time, at all times, to ensure consistent and reliable service. All personnel are responsible for knowledge of the DAT program, service boundaries and ADA requirements. DAT program personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger complaints and operational problems to project management staff.

6.17 CONTRACTOR REPORTS

A. Billing Reports

For each trip, the Contractor will invoice the rate per mile plus any additional charges established by the proposal stated in the Pricing Form submitted by the successful Contractor. The Contractor shall submit a hard copy cover invoice to the City of Montebello's Accounts Payable no later than the fifteenth (15) day of the following month for the prior month's DAT services.

The Contractor shall also submit an electronic and hard copy of each Billing Report and pre-approved supporting documentation to the MBL Program Manager no later than the fifteenth (15) day of the following month of service. Such Billing Reports must include the following documents and forms:

1. A monthly invoice for the amount of the DAT services provided during the stated period;
2. The originals of all coupons or reports of electronic payment during the stated invoice period;
3. A monthly ridership report showing the total number of trips made for which services were provided. All coupon serial numbers or electronic payment reports shall correspond with confirmation number of each service provided. Reports that do not correspond with the service provided will not be eligible for payment. In the case of discrepancy with Billing Reports and/or supporting documentation, the Contactor may be required to submit global positioning system (GPS) reports verifying services provided.

B. Management Reports

The Contractor shall maintain and provide reports which will serve as a database to monitor and evaluate productivity of the service and the performance of the contractor. The Contractor, in accordance with the established reporting schedule, will prepare data reports to be submitted promptly to the City.

1. Reservation Log/Ridership Trip Reports

The Contractor shall prepare and submit monthly reports containing information regarding reservation logs, ridership, mileage and trips for the DAT program in a format approved by MBL no later than the fifteenth (15) day of the following month of service.

2. Accident Report

The Contractor shall submit an accident report to MBL within 24 hours of each accident. Any major accident involving injuries or significant damage to DAT program vehicles shall be immediately reported to MBL. If any service is missed as a result of an accident, a report must also be completed.

3. Passenger Comment/Complaint Report

The Contractor shall submit monthly passenger comment/complaint report to MBL in a format approved by MBL no later than the fifteenth (15) day of the following month of service.

Any customer comments received by the Contractor shall be submitted on a monthly report including all corrective action taken to address the matter. This report shall be completed by the Contractor regardless of whether the comment (verbal or written) was received directly by the Contractor, or was forwarded to the Contractor via the City. The Contractor is required to respond to the comment within three (3) business days after receipt of the comment.

4. On-Time Performance Report/Miss Trip Report

The Contractor is required to monitor and document the on-time performance of the DAT program. A monthly report documenting any trips missed shall be

submitted to MBL in a format approved by MBL no later than the fifteenth (15) day of the following month of service.

5. Operating Performance Penalties

The City shall maintain the right to assess performance penalties against the Contractor, as set forth herein, based on the Contractor's failure to meet the established standards. Performance penalties applicable thereto, shall include the following performance criteria and be charged based upon non-compliance with the standards reported by: 1) the Contractor; 2) at least three verified customer complaints; or 3) City staff who is knowledgeable of the DAT program requirements. The City reserves the right to modify these performance criteria, as necessary.

a. Missed Trips

A penalty of \$50.00 will be assessed for each missed trip in which a DAT participant is not transported as scheduled.

b. Late Trips

A penalty of \$25.00 will be assessed for each late trip in which a DAT participant is not transported within thirty (30) minutes of the requested pick up time; or when the Contractor establishes a shorter window of time and fails to meet their own standards.

c. Submission of Reports

The Contractor shall submit timely, accurate and completed reports as specified by MBL. Failure to do so shall result in performance penalties of \$25.00 per day for each day a report is due. Additional penalties may be assessed for failure to submit annual performance reports for regulatory compliance and may be cause for contract termination.

d. Falsify or Non-Submittal of Reports

A penalty of \$500.00 per occurrence will be assessed for false representation or non-submittal of performance reports and may be cause for contract termination.

e. Heating and Air Conditioning Performance

A penalty of \$50.00 will be assessed per incident and per vehicle will be assessed for non-functioning of vehicle's heating and air conditioning units.

f. Vehicle Operator/Dispatcher Courtesy

A penalty of \$100.00 per incident will be assessed for verified discourteous or rude behavior or refusing to comply with DAT program requirements.

6.18 SAFETY AND SECURITY

The Contractor must have an ongoing safety program that promotes and rewards safe driving. The Contractor shall provide with their proposal a description of a comprehensive safety plan that the Contractor has adopted and that demonstrates the Contractor's commitment to safe transportation.

The Contractor must ensure that all vehicle operators and DAT participants abide by all Federal, State and City regulations including but not limited to seatbelt usage, mobile communication device usage, operating speed, etc.

The primary law enforcement agencies for security and transit-related crimes on contracted service areas are the Montebello Police Department and other police departments in which the DAT services travel. Local municipal law enforcement agencies will provide police service as necessary and appropriate. The Contractor is responsible for timely and efficient communication with law enforcement agencies, as well as the City.

6.19 CODE OF CONDUCT

Montebello Bus Lines has developed the following rules to make trips safe for all riders and drivers. If rider violates these rules, rider may be suspended from the service.

- **Seatbelts:** Every rider must wear a seatbelt. Removing or refusing to wear a seatbelt is not allowed.
- **Eating, Drinking and Smoking:** No eating or drinking is allowed on vehicles. All vehicles have a No Smoking rule.
- **Personal Hygiene:** Riders must maintain an acceptable standard of cleanliness.
- **Pets:** If rider has brought a properly caged pet onboard, please be considerate of other riders who are fearful of animals.
- **Radios, MP3, Tape and CD Players:** Sound-making equipment of any kind may be used only if rider uses it with headphones. This rule does not apply to devices used for communication by the hearing or speech impaired.
- **Service Animals:** We ask that rider show consideration for other riders' service animals.
- **Serious Behavior Issues:** The following behavior is never allowed:
 - o Abusive, obscene or threatening language or behavior
 - o Sexual harassment of riders, drivers, passengers or other employees
 - o Deliberately not paying the fare
 - o Riding under the influence of alcohol or illegal drugs
 - o Riding with weapons of any kind
 - o Riding with hazardous materials, including fuel and explosives
 - o Tampering with or using any equipment, including the vehicle steering wheel, hydraulic lift, driver's two-way radio or Mobile Data Terminal, or trying to remove wheelchair tie-downs.

Any rider who physically assaults another person or demonstrates illegal or dangerous behavior may be subject to immediate suspension from services and possible criminal prosecution.

6.20 MBL'S PROJECT MANAGER

MBL's Project Manager or designee will monitor the Contractor's day-to-day operation to ensure compliance with Scope of Work requirements.

SECTION 7 CONTRACT (DRAFT)

CITY OF MONTEBELLO

CONTRACT AGREEMENT NO. _____

DIAL-A-TAXI PROGRAM

RFP NO. 19-42

This Contract Agreement ("Agreement") is made and entered into for the above-stated project this [day] day of [Month], 20[Year] ("Effective Date") by and between the City of Montebello, a California municipal corporation, as the "AGENCY," and [Contractor] a [Insert Contractor description], as the "CONTRACTOR." AGENCY and CONTRACTOR may be individually referred to herein as a "Party" or collectively referred to 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 Dial-a-Taxi Program ("Project") as further described in Request for Proposal ("RFP") NO. 13-07.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONTRACTOR 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, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- A.** This Agreement, including any and all addenda or supplemental agreements.
- B.** RFP NO. 19-42

- C. Proposal referenced as Best and Final Offer received by successful proposer.
- D. All other documents, including but not limited to all required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence shall be as set forth above.

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 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 Sheet submitted by CONTRACTOR dated _____ ("Compensation"), attached hereto as Exhibit "[]" and incorporated by this reference. The Compensation shall not exceed the sum of _____, and such sum shall include all amounts payable to CONTRACTOR for its sub-contracts, leases, materials and costs arising from, or due to termination of this Agreement. 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; Liquidated Damages

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 the 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.

It is mutually understood and agreed by and between the Parties to the Agreement that time is of the essence with respect to the completion of the Project and that in case of any failure on the part of the CONTRACTOR to complete all tasks and items within the time specified in the _____, AGENCY will be damaged thereby. Given that the amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that, in the event of CONTRACTOR's failure to complete the work in a timely manner, the amount of such damages due CITY shall be fixed at _____ (\$_____.00) per calendar day beyond the time specified in Notice to Proceed.

ARTICLE V. Ownership of Written Products

All reports, documents, data, objects, written materials or other tangible things ("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 any 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. CONTRACTOR 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 CONTRACTOR 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 Written Products 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 shall comply with all applicable federal, state, and local laws throughout its performance of this Agreement. 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-contractors' 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

The CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless AGENCY, and all of its elected and appointed officials, boards and commissions, officers, directors, employees, and agents from and against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, lawsuits, costs, expenses or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against the AGENCY based on, occurring, arising out of, or incident to (1) 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 the negligence, recklessness, willful misconduct, or errors or omissions by CONTRACTOR, its sub-contractors, or any of their servants, employees or agents; or, if applicable, (2) any infringement of the patent rights of any person or persons in consequence of the use by AGENCY or by any of its employees or agents, of articles supplied under contract, arising from proposals submitted and which the CONTRACTOR is not lawfully entitled to sell. AGENCY will give the CONTRACTOR prompt notice in writing of the institution of any suit or proceeding and permit the CONTRACTOR through its counsel to defend AGENCY and will give all needed information, assistance and authority to enable the CONTRACTOR to do so. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

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

ARTICLE X. PERS Eligibility Indemnity.

In the event that CONTRACTOR, or its employee, agent, or sub-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 AGENCY, CONTRACTOR shall indemnify, defend, and hold the AGENCY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or sub-contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the AGENCY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and sub-contractors 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 the AGENCY, including, but not limited to, eligibility to enroll in PERS as an employee of the AGENCY and entitlement to any contribution to be paid by the AGENCY for employer contribution, employee contribution, or both, for PERS benefits.

ARTICLE XI. Insurance

- A.** Without limiting CONTRACTOR's indemnification of Indemnities pursuant to Article IX of this Agreement, CONTRACTOR shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:
- (i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.
 - (ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$2,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this Services, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.
 - (iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- B.** AGENCY, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.
- C.** All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.
- D.** All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving AGENCY thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to AGENCY via certified mail, return receipt requested, addressed to "Risk Manager," AGENCY of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. CONTRACTOR agrees that it will

not cancel, reduce or otherwise modify said insurance coverage. In the event the policy is cancelled for non-payment of premium, CONTRACTOR shall give ten (10) days' prior written notice to the AGENCY.

- E. CONTRACTOR shall submit to AGENCY (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on AGENCY's appropriate standard forms entitled "Additional Insured Endorsement".
- F. The CONTRACTOR's insurance shall be primary as respects the AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- G. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, AGENCY may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of CONTRACTOR and the cost of such insurance may be deducted, at the option of AGENCY, from payments due CONTRACTOR.

ARTICLE XII. 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 XIII. 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 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 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 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 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 AGENCY 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.

With the exception of the covenants contained in Articles VII (Confidentiality), IX (Indemnification), and XIV (Dispute Resolution and Legal Remedies), this Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR.

ARTICLE XIV. 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. The venue for any litigation shall be Los Angeles County, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE XV. Sub-Contract, Assignment or Delegation

CONTRACTOR shall not sub-contract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of AGENCY. Any proposed sub-contract, 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 sub-contract, 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 sub-contract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

ARTICLE XVI. 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.

ARTICLE XVII. 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
[TBD]
[Title]
400 South Taylor Avenue
Montebello, CA 90640
(323) 558-1625; fax (323) 887-4643

To CONTRACTOR:
[TO BE FILLED IN]

ARTICLE XVIII. Severability

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

ARTICLE XIX. Governing Law

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

ARTICLE XX. Entire Agreement; No Waiver

This Agreement and the aforementioned Contract Documents 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. The waiver by the AGENCY of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. 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 XXI. 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.

The initial term of this agreement shall be for three (3) years with an option for two (2) annual renewals of one (1) year each; upon mutual consent of the parties.

This agreement may be extended provided that terms and conditions remain the same or as mutually agreed upon by the parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the Parties enter into this Agreement as of the Effective Date set forth above.

CITY OF MONTEBELLO
("AGENCY")

("CONTRACTOR")

, Mayor

Date: _____

Date: _____

ATTEST:

, City Clerk

APPROVED AS TO FORM:

, City Attorney

SECTION 8 FORMS AND CERTIFICATIONS 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>
*Appendix B	Proposal Price Sheet	4.1A2
*A	References	3.15
*B	Receipt of Addenda Form	2.7
*C	Proposers Information, Qualification Certification (2 pages)	3.15
*D	Bidder's List of Participating Firms	3.22
*E	Ineligible Contractors/Consultants (Prime)	3.12
*F	Ineligible Contractors/Consultants (Sub)	3.12
*G	Non-Collusion Affidavit of Prime Bidder	3.12
*H	Non-Collusion Affidavit of Sub-Contractor	3.12
*I	Certification of Drug-Free Workplace	3.20
*	Copy Contractors Drug-Free Workplace Policy	3.20

The following forms/requirements are to be provided only by the successful bidder:

	Insurance	3.14
J	Faithful Performance Bond	3.1
K	Labor and Materials Payment Bond	3.1

Reproduce forms as needed.

REFERENCES

Provide at least three (3) agencies 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

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 DBAs, 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, PROPOSER certifies that the foregoing is true and correct; and executes and submits this proposal 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

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 _____	

Sub-Contractor Information

Company Name _____	Age of Firm _____
Address _____	Annual Gross Receipts \$ _____
_____	DBE Certified _____, If yes
Phone _____	Date Certified _____
Dollar Amount of Sub-contract \$ _____	by (Agency) _____
Describe Work _____	

Company Name _____	Age of Firm _____
Address _____	Annual Gross Receipts \$ _____
_____	DBE Certified? _____, If yes
Phone _____	Date Certified _____
Dollar Amount of Sub-contract \$ _____	by (Agency) _____
Describe Work _____	

Company Name _____	Age of Firm _____
Address _____	Annual Gross Receipts \$ _____
_____	DBE Certified? _____, If yes
Phone _____	Date Certified _____
Dollar Amount of Sub-contract \$ _____	By (Agency) _____
Describe Work _____	

(Copy for additional Sub-contractors as needed)
PROPOSERS INFORMATION, QUALIFICATIONS CERTIFICATION

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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

1. He is _____ of _____, the
(owner, partner, officer, representative, or agent)
Proposer that has submitted the attached Proposal;
2. He is fully informed respecting the preparation and contents of the attached Proposal and all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal 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 Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer 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 _____ of _____, the
(owner, partner, officer, representative, or agent)
Proposer that has submitted the attached Proposal;
2. He is fully informed respecting the preparation and contents of the attached Proposal and all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal 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 Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer 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

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)

FAITHFUL PERFORMANCE BOND

CITY OF MONTEBELLO

FOR

DIAL-A-TAXI PROGRAM

RFP NO. 19-42

KNOW ALL MEN BY THESE PRESENTS that _____ as CONTRACTOR and _____, as SURETY, are held and firmly bound unto the City of Montebello, as CITY, 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 the CITY 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 the CITY; 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 names, titles, hands, and seals this _____ day of _____, 20____.

CONTRACTOR *

SURETY *

Subscribed and sworn on 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.

LABOR AND MATERIALS PAYMENT BOND

CITY OF MONTEBELLO

FOR

DIAL-A-TAXI PROGRAM

RFP NO. 19-42

KNOW ALL MEN BY THESE PRESENTS that _____
as CONTRACTOR, and _____ as
SURETY, are held and firmly bound unto the City of Montebello, as CITY, in the penal sum of
_____ Dollars (\$_____), which is Fifty percent (50%) 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 the CITY for the above stated project, if
CONTRACTOR or any sub-contractor fails to pay for any labor or material of any kind used in the
performance of the work to be done under said contract, or fails to submit amounts due under the State
Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not
exceeding the sum set forth above, which amount shall insure to the benefit of all persons entitled to file
claims under the State Code of Civil Procedures; provided that any alterations in the work to be done,
materials to be furnished, 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 said alterations is hereby
waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of
_____, 20____.

CONTRACTOR* _____

SURETY * _____

Subscribed and sworn on this _____ day of _____, 20____.

NOTARYPUBLIC _____

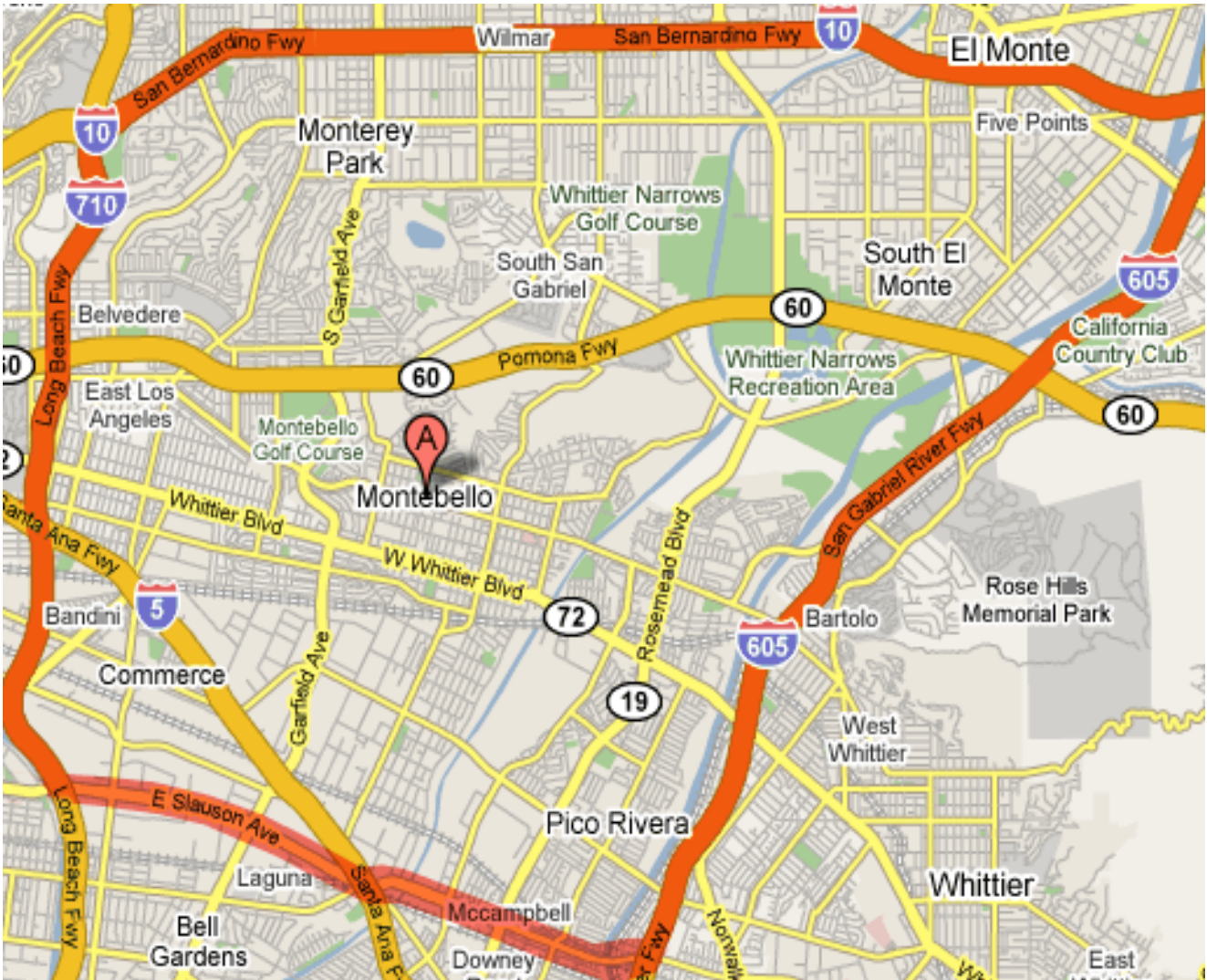
*Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and
telephone number of authorized representative.

SECTION 9 APPENDICES

Appendix A: Service Area Map

Appendix B: Proposal Price Sheet

Service Area Map



**CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION
PROPOSAL PRICE SHEET**

DEMAND RESPONSIVE TRANSPORTATION SYSTEM

FOR SENIOR CITIZENS AND DISABLED PERSONS – RFP NO. 19-42

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

By execution below, proposer hereby offers to furnish services and materials at the price and terms stated hereon subject to the scope of work, general provisions, instructions, and conditions, which are part of the Request for Proposal NO. 13-07

	Year 1	Year 2	Year 3	Year 4 (OPTIONAL)	Year 5 (OPTIONAL)	
1. Cost Per Mile						
2. Administrative Cost						
3. Other Costs (Please describe)						
4. Other Costs (Please describe)						

Business Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ **Fax:** _____

Rep. Name & Title: _____

Signature: _____ **Date:** _____

FIESTA
TAXI *RideYellow*



City of Montebello

Response from Fiesta Taxi
to Dial-A-Taxi Program

RFP NO. 19-42
January 06, 2019



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Cover Letter

January 06, 2019

City of Montebello
Eric Yan, Transit Grants and Projects Administrator
1600 West Beverly Boulevard
Montebello, CA 90640

RE: Dial-A-Taxi Program, RFP NO. 19-42

Dear Mr. Yan:

Fiesta Taxi Cooperative, Inc. proposes to continue to operate a cost-effective taxicab-based Dial-A-Taxi program that will maximize the level of service to the City of Montebello's senior and disabled residents and provide a high level of accountability.

The program will be primarily serviced by the 120+ vehicles of the Fiesta Taxi. We also have a fleet of 900 vehicles for Yellow Cab, South Bay Yellow Cab, United Checker Cab, Long Beach Yellow Cab that are also at the city's disposal to service for trips originating in the City of Los Angeles. Our cab companies have more business licenses/permits than any of our competitors.

To provide new measures of accountability with real time data, we propose to continue MJM Innovation's (MJM) EZTransport® scan card system (Please see Attachment J). MJM's web-based tools for account management, reporting, and provider billing will be immediately available for City staff.

The operating model we are proposing is based on a blueprint created by Fiesta Taxi's management for the phenomenally successful Long Beach Dial-A-Lift program. Long Beach's program has been recognized as a tremendous success and has been emulated by other cities including, Artesia, Bell, Bell Gardens, Carson, Cudahy, Lynwood, Paramount, Pico Rivera, South Gate and Torrance.

We understand the Dial-A-Taxi transportation services that the City of Montebello is seeking, and we are committed to continuing to provide excellent service to the City and its residents.

Sincerely,



Marco A. Soto
Vice President and Director of Operations (Authorized Company Representative)
Fiesta Taxi Cooperative, Inc.
2129 W. Rosecrans Avenue
Gardena, CA 90249

EXECUTIVE SUMMARY

The following is a summary of the contents of Fiesta Taxi's response to the City of Montebello's Request for Proposals (RFP) for Dial-A-Taxi RFP No. 19-42

Section I – Firm Qualification and Past Performance

In this section, we discuss our experience with Dial-A-Ride transportation, our training programs, dispatching system amongst other items that demonstrate that we are well-qualified to provide service to the City of Montebello.

Section II – Staff Qualifications of Key Personnel

In this section, Fiesta Taxi describes the qualifications of our team and presents the structure of the organization. We provide a list of managers with their extensive experience, and Fiesta Taxi's strong background and history.

Section III – Technical Approach and Work Plan

In this section, we outline how we fulfill the requirements of the Scope of Work. We discuss the use of the MJM swipe card, reserving trips, complaint procedures and our reporting duties.

Section IV – Cost Effectiveness

This section explains the line items listed in Appendix B. We provide the city with a detailed description of each of the proposed charges. Taxicab-based Dial-A-Ride programs are priced on a meter rate and we think it is important for the city to understand that the driver earns the per trip revenue from each one of the Dial-A-Taxi rides.

Section V – Attachments

In this section, Fiesta Taxi provides the City of Montebello with all the required attachments and we include our drug testing policy which was updated in January 2019.

Section VI – Appendix B

In this section, we provide our proposal price sheet for the City's Dial-A-Taxi program.

Section VII – MJM Swipe Card Proposal and Audited Financial Statements

In this section, we include a proposal from our card vendor, MJM Innovations, to continue the program swipe QR cards. In addition, we include our audited financial statements for the past three years.

I. Firm Qualification and Past Performance

Privately Owned Company

Fiesta Taxi Cooperative, Inc. dba Fiesta Taxi is a member of Administrative Services Cooperative, Inc. (ASC), which includes Los Angeles Yellow Cab, Long Beach Yellow Cab, South Bay Yellow Cab, and United Checker Cab. Fiesta Taxi combined with ASC and its member fleets is the largest taxicab operation in the Western United States with approximately 1,100 vehicles serving most of Los Angeles County.

Fiesta Taxi is a cooperative corporation, organized under the California Consumer Cooperative Law. Fiesta Taxi is owned by nearly 60 shareholders, many of whom are first-generation immigrants to the United States, and each of whom owns not only at least one share in the company, but also the taxicabs associated with those shares. Fiesta Taxi is democratic, with a directly elected Board of Directors. Fiesta Taxi's owners and drivers share a commitment to building the company based on quality service. In many ways, Fiesta Taxi is the embodiment of the American dream.

Dial-A-Ride Experience/Major Projects/Past Projects

Fiesta Taxi Cooperative, Inc. is highly experienced in providing Dial-A-Ride transportation services. In the areas served by Fiesta Taxi Cooperative, Inc., eighteen of the cities, including Montebello, have opted for a taxi-based Dial-A-Ride transportation for their resident's needs. Nearly all of the Dial-A-Ride programs serviced by Fiesta have elected to change from a coupon-based system to a swipe card system. The cities can be assured that they will be provided with timely service that can be tracked to provide the city with accurate trip data. The following is a list of cities that use Fiesta Taxi or its sister fleets for all or a portion of their Dial-A-Ride program:

1. Artesia
2. Bell
3. Bell Gardens
4. Carson
5. Cudahy
6. Hermosa Beach*
7. Inglewood*
8. La Taxi Program
9. Lomita
10. Lynwood
11. Manhattan Beach
12. Montebello
13. Monterey Park
14. Norwalk
15. Palos Verdes
16. Paramount
17. Pico Rivera
18. Scan
19. Signal Hill
20. South Gate
21. Torrance

*Denotes programs that do not use the MJM system

Commitment to Provide Sufficient Service

According to our dispatch records, we are picking up passengers in our Dial-A-Taxi program areas close to 90% in under 30 minutes. We have good coverage in cities with taxi-based Dial-A-Taxi programs because the drivers get to know the passenger's ridership patterns and they cover the cities when they expect regular taxicab orders.

We will respectfully request that passengers requesting wheelchair accessible vans request trips a day in advance so we can ensure the best possible service. We currently have 12 wheelchair-accessible vans in the fleet and our dispatch department calls drivers every morning to route trips to these vans for Dial-A-Ride passengers.

Part of our administrative fee that we are proposing is used to pay for wheelchair-accessible van subsidies, so drivers are available to cover these orders. We want to ensure that the city's disabled residents have the same level of service as ambulatory patrons and that requires subsidies from the cooperative to pay drivers to cover the orders.

Driver Qualifications

In order to ensure that we contract only with safe drivers to operate our taxicabs, our driver screening process ensures that no driver takes the wheel before his or her driving record from the Department of Motor Vehicles has been thoroughly reviewed by using a K-4 report. All drivers in all fleets have a valid California's driver's license of the appropriate class. No candidate whose driving privileges are on probation, no candidate with more than two points on his or her driving record in the last year or three points in the last five years, and no candidate with any of the following violations will be permitted to drive: (a) driving under the influence of alcohol or drugs appearing on the record; (b) driving with a suspended license; (c) reckless driving; or (d) other serious offense.

Drivers must also maintain a good driving record after they begin driving a taxicab. ASC's fleets are among the few taxicab operators that enroll every one of their drivers in the California Department of Motor Vehicles' Pull Notice Program, which provides immediate notification of any incidents that affect each driver's driving record. If a driver is involved in an accident or cited for a moving violation, the company learns of this fact regardless of whether the driver discloses it to us. This has enabled the company to identify drivers with poor driving records on an ongoing basis and take immediate corrective action.

Prior to beginning service with the Dial-A-Taxi program, all drivers are subject to a criminal background check. The background checks include all types of motor vehicle, felony, misdemeanor arrests and convictions. Background checks comply with all applicable state and federal regulations. The background check is a Live scan fingerprint-based check conducted by a law enforcement agency and includes a California Department of Justice check. All background checks will be performed at a minimum of once every two years and all documentation will be available to City of Montebello personnel upon request.

After this screening, as discussed below and in other parts of the proposal, the driver is thoroughly trained on safety and company procedures.

All drivers can effectively communicate in English and are required to treat all passengers with kindness, courtesy and respect. Fiesta Taxi acknowledges that any drivers who are found not able to effectively communicate in English may be immediately removed from servicing the Dial-A-Taxi program.

Fiesta Taxi also acknowledges that the city may require, at its own discretion, that any driver be removed from transporting Dial-A-Taxi participants for excessive complaints, rudeness, or other inappropriate behavior or appearance.

Additionally, all Fiesta Taxi drivers must meet their peer-approved standards of dressing in a conservative and safe manner. Fiesta Taxi will provide Montebello a copy of our company appearance policy. All drivers will maintain good hygiene and grooming standards.

All drivers will wear an identification badge that includes a picture of the driver and a badge number. The badge number is a unique number and will be used to identify the driver on all paperwork submitted to Montebello.

Drug Testing

Fiesta Taxi complies with the requirements of the Drug-Free Workplace Act of 1988 (49 CFR Part 29); California Government Code Section 8350 *et seq.* (Drug-Free Workplace Act of 1990); California Vehicle Code Section 34520.5; and the U.S. Department of Transportation “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations” (49 CFR Part 655). Since these rules are periodically revised and amended, Fiesta Taxi also revises and amends its policy accordingly to maintain compliance. Our drug testing policy is included after Attachment I in the proposal packet.

Drug and Alcohol Testing of Fiesta Taxi drivers are performed under a contract with Norton Medical or a similar professional, approved firm specializing in drug testing. Drivers are tested (1) prior to receiving permission to drive for the first time, (2) annually prior to their permit renewal, (3) when involved in an accident, (4) for cause when drug or alcohol use is suspected, and (5) randomly in accordance with federal guidelines.

The drugs that Fiesta Taxi currently tests for include marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen shall be conducted on each specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/NIS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR part 40.

Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved evidential breath testing device operated by a trained breath

alcohol technician. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. An employee or driver who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will result in removal from his/her position for eight hours unless a retest results in a measure of less than 0.02. An alcohol concentration of 0.04 will be considered a positive alcohol test and in violation of Fiesta Taxi policy.

An authorized independent clinic or laboratory conducts all tests and collection of samples. A strict Chain-of-Custody is enforced on all tests including the use of a Medical Review Officer before any results may be reported to the company. Tests are to be conducted within a specified amount of time from notification that a test is required. Any employee or driver that has a confirmed positive drug or alcohol test will be removed from his/her position, informed of educational and rehabilitation programs available, and evaluated by a Substance Abuse Professional (SAP). A positive drug and/or alcohol test will also result in disciplinary action up to and including termination.

Fiesta Taxi agrees to produce any documentation necessary to establish its compliance with the above-mentioned statutes and permit any authorized representative of the city or any other governmental entity to inspect the facilities and records associated with our drug and alcohol testing program as required by statute.

Fiesta Taxi will submit quarterly drug and alcohol testing reports to the drug and alcohol consultant designated by the city of Montebello. Additionally, Fiesta Taxi will submit an annual report to the designated drug and alcohol consultant.

Safety

Fiesta Taxi's standards concerning driver safety records are excellent. ASC's driver training program, through which all Fiesta Taxi drivers must pass, is conducted by trainers, all of whom have been certified by the National Safety Council as Defensive Driving Course (DDC)-IV instructors. As such, they have been certified to teach independent contractor drivers a complete course in defensive driving.

The following driver training program outlines provides an overview of the material covered when new drivers receive their initial training. Taxicab drivers must successfully complete the following:

- Map Reading. Drivers learn how to get from point to point using the Thomas Brothers Mapbook (which is integrated into Fiesta Taxi's computerized dispatch system). Drivers learn many points of interest, including hotels, places of entertainment and parks, and how to distinguish between streets of similar names. The instructor emphasizes skills in identifying alternate routes to and from a location, and identifying the most direct and fastest routes, and which routes to avoid depending on conditions.

- Taxicab Rules and Regulations. This class covers the rules of the various cities that the driver drives in. Among other rules, drivers learn to identify the boundaries of the areas in which they are authorized to provide taxicab service.
- Computerized Dispatch System. Drivers learn how to operate the Mobile Data Terminal in each taxicab.
- Company policies, procedures and paper processing, and Dial-A-Taxi rules and regulations.
- Driver Safety and Traffic Accident Procedures, which is taught by NSC DDC-IV certified trainers.
- Unlawful/Sexual Harassment Training for Independent Contractors
- Customer Relations is taught by a member of our Marketing Department who explains how to treat customers and develop business.
- Sensitivity Training. The day ends with 2 hours of Sensitivity Training, discussed below.
- Behind the wheel training with an experienced driver.

Dial-A-Ride Program Training. All drivers must complete comprehensive training on the various Dial-A-Ride programs rules on how to service different types of orders. The drivers must learn the hours of operation, types of payment and they receive a training manual for their records once they complete the course. A Dial-A-Ride attribute is given to drivers who complete this training.

Sensitivity Training Program

In addition to the above, all Fiesta Taxi drivers are required to attend the company's Sensitivity Training Program that deals with the issues that can arise when working with individuals with various disabilities and how they overcome the obstacles to mobility. The program teaches drivers exactly what type of assistance individuals may or may not need. It also addresses the feelings and frustrations commonly experienced by people with disabilities and prepare the driver to deal with them. The training program is developed around two main topics:

- 1) Understanding The Capabilities and Needs of Special Passengers. This course is on videotape and is broken down into eight modules that are viewed individually. The modules include: a) Spinal cord injuries, strokes, and other mobility impairments; b) Mental retardation and autism; c) Vision impairments; d) Hearing impairments; e) Neuromuscular conditions; f) Epilepsy or seizure disorders; g) Alzheimer's disease; and h) Conditions related to aging.

When each module has been viewed, the drivers discuss what they have learned and any past experiences they may have had. This course also teaches the procedures to load and unload wheelchair passengers into and out of our vehicles, proper securement of

wheelchairs using the 4 point tie-down system in vans, and how to use the vans' wheelchair ramp properly. The course also instructs the driver on techniques for assisting passengers using scooters, walkers, canes, and other mobility devices.

2) Communicating With People With Disabilities – This course is on videotape and discusses the different methods of communicating with people with disabilities. It addresses the feelings and frustration people with disabilities experience in communicating with other individuals and how to effectively communicate with them.

The continuing education of employees and drivers is an important element at ASC. During our initial training program and throughout the on-going training process, special emphasis is placed on customer safety and customer satisfaction. Next to safety, the most important thing we do is ensure that the customer is totally satisfied with the service we provide.

Applicable retraining and refresher training for all personnel is an important element in our on-going training program. In-service and classroom training are provided through safety meetings. All drivers who have been involved in minor chargeable accidents must attend a four-hour Saturday defensive driving course and safety program. Drivers who have committed major safety violations, whether resulting in an accident or not, are removed.

ASC's Preventive Safety Program represents management's commitment to providing a safe and effective transportation system. This program provides a systematic review of the hazards involving vehicles, machinery, the environment, and people, and taking planned and enforced preventive action to avoid identifiable hazards. The overall safety program is condensed in this summary to provide an initial understanding of key programs and how they will apply to the service.

It is the responsibility of the Training Manager to oversee and implement the Safety Program by:

- Establishing and enforcing appropriate safety regulations, rules, orders, directives and emergency procedures for both on-going and temporary hazards as they occur;
- Monitoring transit and other industries' safety solutions to improve or enhance safety;
- Identifying causes of hazards or accidents through investigations, reviews, and analysis of accidents and hazards, for continual training material review and improvement; and,
- Acting upon findings to incorporate aggressive and effective hazard controls into the safety and training program.

The primary goal of the Safety Program is to reduce the frequency and severity of accidents by positive implementation of the program. Measurable safety improvement goals have been established and resources allocated to assure timely and cost-effective accomplishment of these goals. Specific goals of the Preventive Safety Program are:

- i) Reduce accident frequency rates;

- i) Identify cause of accidents to eliminate or reduce repeat occurrences;
- ii) Establish controls to prevent catastrophic accidents, fires, or other high hazard conditions throughout the system;
- iii) Assure ready access to state-of-the-art technology to minimize injury potential to employees or others;
- iv) Determine the simplest and most effective solutions to accident prevention problems;
- v) Measure Preventive Safety Program results to best verify forecasts of annual cost savings as the program is conducted and as new safety measures/controls are made operative.

In addition, Fiesta Taxi employs a full-time chief accident investigator who promptly responds to accident scenes to ensure the safety of our drivers and passengers.

As a further example of our commitment to safety, we are the only taxicab company operating in the South East area that requires bulletproof safety shields to be installed between the front seat and the back seat. Given that taxicab driving suffers from one of the highest homicide rates of any profession, it was important to ASC management to impose this rule for the safety of drivers.

The designated Safety Manager for the Dial-A-Taxi program is Michael Daniels, our Corporate Claims Manager. Mr. Daniels will be available to report to the city safety issues and accident statistics as requested. He can be reached at (310) 851-5004.

Accident and Incident Reports

Fiesta Taxi Cooperative Inc. will require that all drivers complete an "Incident Report" if they opt to participate in the City of Montebello's Dial-A-Taxi program. The reports will be submitted to the city within 24 hours of a reportable incident as defined by the city.

In addition, our Safety Manager, Michael Daniels, will be given the contact information of the Montebello city official in charge of receiving accident reports so they are promptly reported to the city.

Equipment

Although, taxicabs are not regulated by the CHP, we will ask every taxicab owner who participates in the Montebello Dial-A-Taxi program to submit their maintenance records to Fiesta Taxi to be kept in the vehicles permanent file. Fiesta Taxi has maintenance records for vehicles on our DocuWare system and most vehicles have maintenance records dating back as long as five years.

Each taxicab is a full-size four door sedan or minivan and is equipped with fully functioning air conditioning and heating, defrosters, speedometers, fuel gauges, flashers, lights, windshield washers/wipers, mirrors and seat belts. Each vehicle is also equipped with on-board radio and Mobile Data Terminal (MDT) for constant communication capability with dispatch. The seating capacity of these vehicles is a minimum of five passengers including the driver. *All in-service*

vehicles must be no older than 9 years old and all used vehicles introduced to the fleet can be no older than 5 years of age.

Wheelchair-accessible vans comprise an important part of our fleet. Our 16 Wheelchair-accessible vans are modified to meet ADA standards for accessibility and to provide our customers the best service possible. The vans have two four-point tie-down systems, as well as shoulder straps and lap belts fitted for use by passengers in wheelchairs. Each accessible van comes with rear air conditioning as well.

Each accessible minivan has several available configurations, including capacity for two wheelchairs and two ambulatory passengers or four ambulatory passengers. With a removable front seat and no middle seat, the vans are very flexible, and the passenger can choose where in the vehicle they want to ride.

For the passenger, there are three main advantages to these modified vans when compared to larger cutaway vans. First, the passenger trip is handled in the same way as other taxicab passengers – in a straight line from point of pick-up to point of drop-off. Thus, the passenger's transportation time can be minimized. Second, minivans are much more comfortable and pleasant to ride in compared to cutaways. Third, the minivans are much easier, quicker and safer to enter and exit. Fourth, using these vans slashes the capital costs of the program, one of the reasons our prices are so much lower than traditional paratransit.

On the other hand, it is our experience that the operating costs of the wheelchair-accessible vans are much higher than the operating costs of a sedan used in taxi service. In addition, the time it takes to load and unload a passenger using a wheelchair is greater than the time needed for an ambulatory passenger. However, as our proposed fees are based on the meter, i.e., time and distance traveled, there is normally no additional compensation for the driver. Therefore, it is the policy of Fiesta Taxi to subsidize the operating costs of dedicated wheelchair-accessible vans and to provide additional incentives as needed to drivers who service the passengers requiring wheelchair-accessible vans. The funds needed for these incentives are taken from the administrative fee we are proposing.

All vehicles in service are required to be clean, free of dents, scratches or other damage which materially and adversely affect the vehicle's appearance. Vehicles are also free of mechanical problems that render the vehicle unsafe, excessively noisy or uncomfortable to ride in. Fully detailed maintenance records are available for inspection at any time.

Taxi Meters

With respect to the meters used in our fleets, Taxi Equipment Company Inc. ("TEC"), also located in Fiesta Taxi's facilities is a licensed device repair station with the State of California Department of Agriculture Division of Weights and Measures. TEC has three state-licensed repair technicians for taximeters. Vehicles are calibrated over a one-mile course on an electrical Dynamometer, which is tested and meets federal and state standards.

All meters maintained by TEC are sealed and in compliance with regulations promulgated by federal and state agencies. The seal, which is required by certain municipalities and governmental entities, ensures that the meter will show any evidence of tampering. If the seal has been broken, then the meter must have been opened. To our knowledge, using only licensed technicians and requiring that all meters are sealed, is not a universal practice within the taxicab industry. In addition, our policy is that all meters in use must be licensed with the Los Angeles County Department of Weights and Measures, and this also is not universally practiced within the industry.

TEC maintains the meters in the Fiesta Taxi cabs with security codes. The meters used are Centrodyne type taximeters. Whenever a vehicle's transmission, tires or differential is changed, the maintenance shop is required to forward the vehicle to a technician for verification of the meter's accuracy.

Zapper-Proof Meters

As the co-inventors (with Centrodyne meters) of Zapper-Proof meters, Fiesta Taxi has had in place GPS checking of meter distance and fare mismatch since October 2006. This fully operational system has identified several vehicles with fast meters by way of weekly reports – all due to routine maintenance issues. Those vehicles are immediately inspected and the meters are immediately recalibrated for accuracy. To date, no zappers have ever been found in Fiesta Taxi's taxicabs.

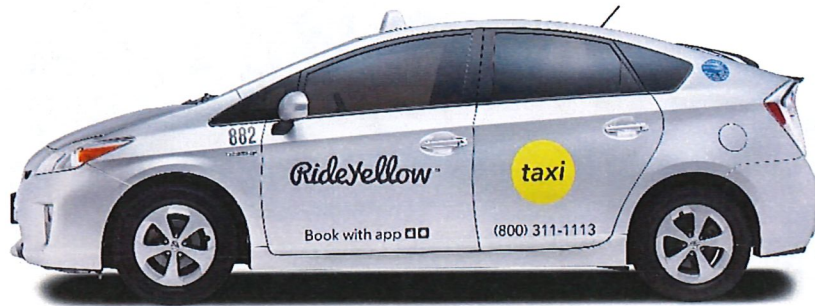
Vehicle Information

As an important note, Fiesta Taxi is rebranding the vehicles to the name of our smartphone app, RideYellow. Our fleet decided to make this change to bring a simpler and more modernized look to our service and to make a direct connection between our taxis and our app. The new cab design on factory painted cars may be either black, charcoal grey, silver, or yellow. The new branding will be included in every new taxi that is put into service.

Our fleet will still have full sized sedans, which can fit up to 4 passengers, vans which seat up to 6 passengers, full-size vans which seat up to 7 passengers and accessible ramp vans for non-ambulatory passengers in wheelchairs.

Fiesta Taxi Cooperative Inc. requires that vehicles are no older than nine years. This nine-year rule follows the Los Angeles Department of Transportation's (LADOT) requirements. All vehicles introduced in the Fiesta Taxi Cooperative, Inc. fleet in 2013 are 2008 or newer. The Operations Manager inspects the vehicles to make sure that the vehicles are in good working condition, and that they are clean and free of damage.

Below are photographs of typical vehicles that Fiesta Taxi/RideYellow proposes to use as part of the Dial-A-Taxi program:



Regular Sedan



Wheelchair Accessible Van



Passenger Van

The Vehicle Maintenance Center

ASC has the largest, most extensive, and highest quality on-site maintenance facility of any cab operator in greater Los Angeles. The maintenance program is first-rate where safety at all levels is a primary concern, with particular effort devoted to preventive maintenance.

The Vehicle Maintenance Center (VMC) is operated by Citizen Automotive, Inc., one of the largest taxicab fleet maintenance companies in the Los Angeles area. Citizen Automotive, Inc.'s physical address is 2129 W. Rosecrans Avenue, Gardena, CA 90249. It is owned and operated by Lev Karasik who has over 30 years of experience in operating and maintaining commercial vehicles.

Maintenance management is aware that all facilities generate hazardous waste. The facility has a federal Environmental Protection Agency (EPA) waste generator number, which requires a waste manifest for hazardous and non-hazardous waste streams such as antifreeze, oil and related products, paint, tires and others. The company maintains licensed and regularly inspected on-site waste storage tanks.

The facility's paint booth has a permit for operation from the South Coast Air Quality Management District. Inspections have revealed no infractions.



VMC Paint Booth

The vehicle maintenance center (VMC) is located in two structures encompassing over 20,500 square feet, at ASC's Gardena operations facility. These structures house: four electronics bays and an electronics shop; twelve mechanical bays and a parts department; and eight paint and body shop bays. General equipment includes overhead lifts, floor jacks, transmission jacks, an air bumper jack, safety stands, and routine maintenance tools and safety gear.



Service Bay area with experienced Mechanics

The VMC is dedicated to maintaining the vehicles used to carry paying passengers in comfort and safety, with a minimum of downtime and a maximum of safety. The VMC is capable of ensuring that all vehicle maintenance systems and equipment necessary are well maintained and functioning at maximum efficiency.

Mechanical vehicle maintenance is supported by a 3,600 square foot parts department with top-of-the line inventory necessary to minimize downtime for all revenue vehicles.

The interior and exterior of all vehicles used to perform under this contract will continue to be clean, free of damage to the passenger compartment and to the exterior of the vehicle. The fully equipped body shop will ensure that the vehicles will meet the standards of this program with a minimum of downtime. The eight-bay body and paint shop has a South Coast Air Quality Management District ("SCAQMD") approved paint booth that complies with all air quality control rules, regulations, ordinances and statutes. The body shop has a staff of eight.

Adjacent to the VMC is a commercial grade car wash used in the daily cleaning of vehicles. There is also a commercial vacuum cleaner for vehicle interiors at the car wash. The system meets and complies with the Clean Water Act and all applicable water standards of the State of California.

Preventive and Routine Vehicle Maintenance Programs Including Problem Handling

The company recognizes the value of preventative maintenance as a means to ensure the utmost safety of the passengers carried and of our drivers, as well as recognizing that prevention is more cost effective than deferring maintenance.

Routine maintenance is an essential part of the company's vehicle maintenance program and commitment and passenger and vehicle safety. Therefore, a comprehensive preventive maintenance program has been established that augments and enhances vehicle manufacturers' recommended service intervals. Each vehicle in the taxi fleet is tracked via computer for vehicle mileage and service requirements. The standards call for preventive maintenance to be performed every 5,000 miles (with a 500-mile window) which meets or exceeds manufacturer service intervals.

- Service performed every 5,000 miles includes brakes, routine oil and filter changes, filter cleaning, plus routine safety inspections and replacement if necessary of all belts, tires, batteries, windshield wipers, seat belts and exhaust systems.
- Additional services are performed at the manufacturer recommended intervals.

Dents or other body damage, squeaks and rattles on any vehicle are promptly repaired by the body shop. Likewise, any upholstery damage is repaired immediately. Smog inspections on all vehicles are performed in compliance with state and local laws. Additionally, all vehicles are available for City inspections upon demand.

Vehicles and equipment are cleaned regularly. Drivers are required to check the vehicle for fluids, safety lights, seat belts and overall roadworthiness at the beginning of each workday. If the driver notices any problems while he or she has the taxicab, the vehicle is removed from service and delivered to the maintenance department along with a Vehicle Repair Order detailing the problem(s). A visual inspection is performed on all exterior and interior lighting to verify that they are operational. The exterior and interior of the vehicle's windows are cleaned, the interior of the vehicle is vacuumed or swept out, and any debris is removed. Routine preventive maintenance takes place at regular intervals.

In addition to ASC's on-site maintenance, there are towing agreements with several local companies to ensure quick response times in the event of a breakdown or emergency involving a taxicab.

Vehicle Inspection Procedures Including Problem Handling

Without regulatory requirements, Fiesta Taxi has enacted and enforced rigorous vehicle condition standards that ensure that every customer will be transported in a clean, safe taxicab. The Fiesta Taxi's Board of Directors has enacted vehicle age limitations like those imposed by the City of Los Angeles on its franchised companies. Furthermore, road supervisors, Fiesta Taxi's operations and marketing staff, and Fiesta Taxi's President all actively inspect vehicles to make sure that they meet the standards of the company. If a vehicle is found to have safety-related defects, it is immediately removed from service until the defect is corrected. Otherwise, drivers inspect each vehicle daily by going through a checklist of mechanical and cosmetic areas.

We acknowledge that the city may at any time inspect, examine or test any equipment used in the performance of the Dial-A-Ride program in order to ensure compliance. The inspections may take the form of vehicle inspections, ride-alongs, visual cleanliness inspections, inspections of records pertinent to the program operations, or other inspections as needed. These inspections will be arranged in advance with Fiesta Taxi so that adequate back-up vehicles are provided in the case of vehicle inspections.

Dispatching

Order Taking and Dispatch Center

Fiesta Taxi's orders are taken, entered and dispatched by Call Center Services, LLC (CCSI), located at 1141 W. Silicon Circle, Suite A, St. George, Utah 84770. CCSI operates a state-of-the-art call-taking and dispatch center for 11 different taxicab fleets in California, Ohio, Tennessee, North Carolina, Virginia and Florida. CCSI's operation was developed by Egor Shulman, the primary author of Fiesta Taxi's own MADS computerized dispatch program, explained in further detail below.



CCSI – Call Center facility at St. George, Utah

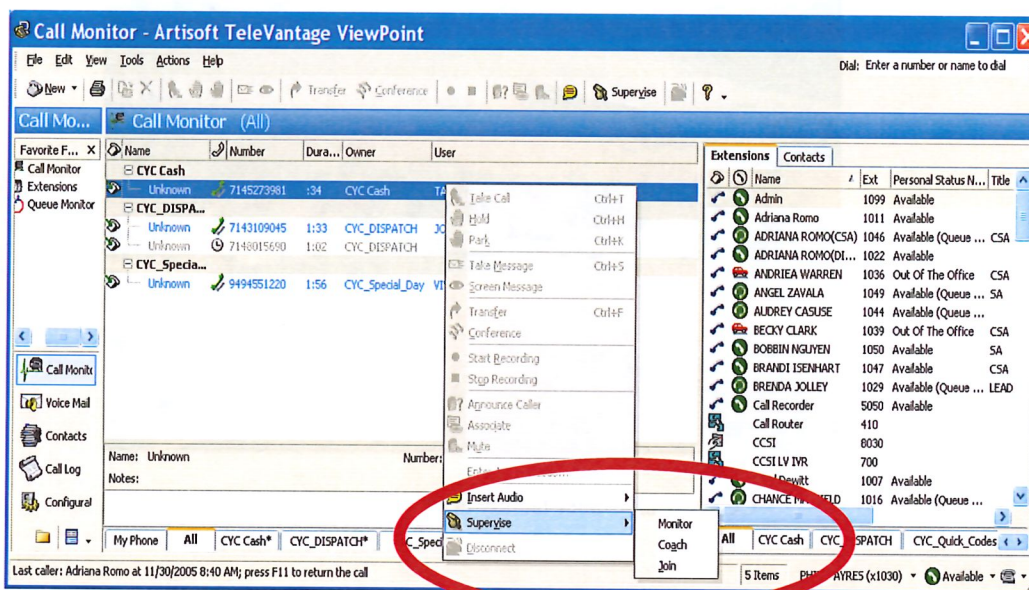
All of Fiesta Taxi's taxicab ordering telephone lines ring at CCSI. Calls are answered by a well-trained staff of 44 courteous and thorough Customer Service Agents (CSAs). CCSI also employs 12 supervisors and managers, and 21 dispatchers. CCSI averages about 9,500 telephone calls per day, including information calls, and dispatches about 6,500 orders per day.

CCSI's facility was designed with multiple redundancy to ensure a constant connection with ASC's MADS dispatch computers in Gardena. Data and voice transmissions are carried over a dedicated point-to-point T-1 line between the two facilities. This connection bypasses most of the Internet, including Los Angeles' One Wilshire building, the west coast hub of the Internet, meaning that occasional interruptions in the Internet are far less likely to result in communications failures between St. George and Fiesta Taxi's headquarters in Gardena. The facilities are also connected through a backup T-1 connection, provided through a separate vendor on an entirely separate backbone. An additional backup satellite connection provides a third level of security.

CCSI's Advanced Phone Switch

CCSI utilizes an advanced PC-based TeleVantage phone switch by Artisoft. This switch automatically records all incoming calls, converting each to a .wav file that is easily located and listened to, without the need for additional software. The Automatic Call Distribution functions of the TeleVantage switch are second to none, and allow full resume-based routing to calltakers based on call type, and the skill set necessary to handle that type of call. This allows more basic calls to be routed to newer calltakers, while more complicated calls, such as orders made for multiple trips by medical accounts, to be routed only to senior calltakers.

As a call center management tool, the TeleVantage switch offers many of the latest features, including real-time displays showing all necessary information related to calltaker status and



calls in queue, as well as the ability for call center managers to listen in on calls, and to join them when necessary.

As mentioned above this picture illustrates the ability of the Televantage System to give managers the capability to monitor, coach, and join a call.

Call Taking and Order Entry Process

CCSI developed a new Windows-based interface as a front end to the MADS dispatch program. The Windows interface allows for the introduction of a number of technologies in the order-taking process that reduce both the time it takes to place an order and the incidence of errors.

The entire call taking process is an interview between the CSA and the customer. In most cases, the questions are scripted for the CSA on the computer screen, with possible answers in drop-down menus. This enables answers to the scripted questions to be entered accurately and quickly with mere clicks of the mouse, and without the need for typing.

For major accounts such as Dial-A-Taxi programs, CCSI makes extensive use of Flash technology to guide the CSA through the specific rules and restrictions on the account. These appear on pop-up windows when the account information is entered or when the phone switch recognizes that the customer is calling in on the dedicated Dial-A-Taxi telephone line. Also, use of these Flash pop-ups makes executing program rule changes simple. Each workday, when the CSA logs in for the first time, if there has been any change to a program rule, or any new necessary training, the CSA must first pass through alerts before he or she takes the first order.

An overview of the order entry procedure is as follows:

1. The phone switch distributes the call to the correct CSA based on the phone line dialed and the qualifications of the CSA.
2. If the caller has placed an order before, the caller's caller ID prompts a screen pop of the previous order information without the need for the CSA to request the caller's phone number. The system also offers the CSA a drop-down menu with the last ten previous pickup addresses for the caller.
3. If the caller is placing an order for the first time, the CSA is guided through a series of questions to gather the necessary order information quickly and accurately.
4. Once the order is completed, the order information is instantly exported into ASC's MADS computers and dispatched to taxicabs by way of the GPS-based closest-cab bid system.

Below is an actual **Order Entry Screen** used to enter a trip request before the CSA begins entering an order. When a calltaker or Customer Service Agent (CSA) enters a caller's telephone number, if this telephone number is recognized, the customer's previous order information immediately appears on the screen. Pickup and drop off locations from previous

trips are displayed and may be changed or reversed in an instant. This information is often accurate for the current call.

Trip Entry Mode: INTERVIEW CALLS ON HOLD: 1

General Info
 Fleet: C Pri: 25 Client #: Trip Type: P-PASS
 Pass: Name (First Last): Resp Party: P-PASSEN

Pickup Address Info
 Due: Wednesday 11/30/05 Time: 03:48PM
 Phone #: Ext.:
 Loc ID:
 Street #: Apt/Unit:
 Street:
 City: State:
 Zone #:

Destination Address Info
 Appt: Time:
 Phone #: Ext.:
 Loc ID:
 Street #: Apt/Unit:
 Street:
 City: State:
 Zone #:

Client Specific Fields

Comments

Miscellaneous Info
 Requested By: ☐ VIP Trip
 Person To See: ☐ POD Required
 # Escorts: ☐ Confirm Trip
 Original Due: Call #: 0
 Status: TDS #: 0
 Entered Date: Entered By:
 Confirmed at: by:

Pricing
 Miles: 0
 Est Fare: \$0.00 Call Rate: \$0.00

HELLO, HOW CAN I HELP YOU.

F1=ANI F2=INFO F3= F4= F5=SEND F6=MSG SEND F7= F8=LKUP F9= F10=PREV.ADDR F11=PRICE F12=TOGGLE ESC=CANCEL

Ready Fleet: User ID: 1030

Picture Above illustrates an Order Entry Form

For a typical order, the following shot shows the final screen as the order is being entered. Notice, the script at the bottom for the CSA to alert the customer how many minutes it will be before the taxicab has arrived.

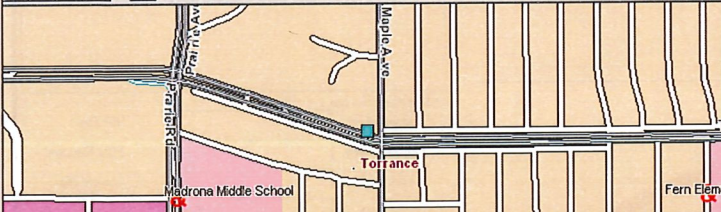
Trip Entry Mode: NON-INTERVIEW CALLBACK# CALLS ON HOLD: 0

General Info
 Fleet: S Pri: 25 Client #: _____ Trip Type: P-PASS
 Pass: _____ Name (First Last): JANE DOE Resp Party: P-PASSEN

Pickup Address Info
 Due: Wednesday 10/08/08 Time: 07:23AM
 Phone #: 3107830321 Ext.: _____
 Loc ID: 3107830321 TORRANCE CITY HALL
 Street #: 8081 Apt/Unit: _____
 Street: TORRANCE BLVD
 City: TORRANCE State: CA
 Zone #: 682 1 CABS TORR./HAWTHOR
 TORRANCE CITY HALL
 LOS ANGELES COUNTY

Destination Address Info
 Appt: _____ Time: _____
 Phone #: _____ Ext.: _____
 Loc ID: _____
 Street #: _____ Apt/Unit: _____
 Street: _____
 City: _____ State: _____
 Zone #: _____

Comments
 XX MAPLE AVE PASSENGER AT MAIN ENTRANCE

Map


We should be there in 10 To 15 Minutes.
 (Interview Complete. Press <F5> to save call information.)

Miscellaneous Info
 Requested By: _____ ☐ VIP Trip
 Person To See: _____ ☐ POD Required
 # Escorts: _____ ☐ Confirm Trip
 Original Due: _____ Call #: 0
 Status: _____ TDS #: 0
 Entered Date: _____ Entered By: _____
 Confirmed at: _____ by: _____

Pricing
 Miles: 0 Driving Time: _____
 Est Fare: \$0.00 Call Rate: \$0.00

MULT CABS

ALT F1= F2= F3= F4= F5= F6= F7= F8= F9= F10= F11= F12= ESC=CANCEL
 Ready Fleet: User ID: 1089

CCSI's ordertaking system contains hundreds of features that facilitate easy and accurate ordertaking. While these features are too numerous to mention here, a couple of them are worth noting.

First, CCSI's system recognizes bad addresses. After 21 years of taking orders, our geo-database is extremely accurate.

The following screen shot shows the point in the CSA interview at which the system recognized that the address was incorrect. Words in red on the lower right tell the CSA that there is a problem that needs correcting.

Trip Entry Mode: INTERVIEW CALLS ON HOLD: 0

General Info
 Fleet: C Pit: 25 Client #: Trip Type: P-PASS
 Pass: Name (First Last): Resp Party: P-PASSE

Pickup Address Info
 Due: Wednesday 11/30/05 Time: 04:21PM
 Phone #: Ext.:
 Loc ID:
 Street #: 200 Apt/Unit:
 Street: 1ST ST
 City: LONG BEACH LB State: CA
 Zone #: 753 SZ*WILLOW CORRIDOR

Destination Address Info
 Appt: Time:
 Phone #: Ext.:
 Loc ID:
 Street #: Apt/Unit:
 Street:
 City: State:
 Zone #: X

Comments

Client Specific Fields

Miscellaneous Info
 Requested By: VIP Trip
 Person To See: POD Required
 # Escorts: Confirm Trip
 Original Due: Call #: 0
 Status: TDS #:
 Entered Date: Entered By:
 Confirmed at: by:

Pricing
 Miles: 0
 Est Fare: \$0.00

WHAT IS THE PICKUP ADDRESS?

Line #	Street #	Street Name	City	State	Zip Code
0	200	1ST ST	SEAL BEACH	CA	90740
1	200	W 1ST ST	LOS ANGELES	CA	90012
2	200	E 1ST ST	LONG BEACH	CA	90802
3	200	W 1ST ST	SAN PEDRO	CA	90731
4	200	E 1ST ST	LOS ANGELES	CA	90012
5	200	STATE HIGHWAY 1	WILMINGTON	CA	90744
6	200	STATE HIGHWAY 1	SEAL BEACH	CA	90740
7	200	STATE HIGHWAY 1	LONG BEACH	CA	90806
8	800	1ST ST	LONG BEACH	CA	90802

Address Not Found. Possible Matches are shown above.

F1=ANI F2=INFO F3= F4= F5=SEND F6=SEND F7= F8=LKUP F9= F10=PREV.ADDR F11=PRICE F12=TOGGLE ESC=CANCEL

Ready Fleet: User ID: 1030

Second, CCSI's dispatch system has a huge database of landmarks and businesses that allow customers to order taxicabs without knowing the exact street address.

The screen shots below show what happens when a customer reports that he or she is at a Vons Supermarket.

Trip Entry Mode: INTERVIEW CALLS ON HOLD: 1

General Info
 Fleet: C Pk: 25 Client #: Trip Type: P-PASS
 Pass: Name (First Last): Resp Party: P-PASSE

Pickup Address Info
 Due: Wednesday 11/20/05 Time: 04:33PM
 Phone #: Ext.:
 Loc ID: **VONS** Apt/Unit:
 Street #: Apt/Unit:
 Street:
 City:
 Zone #:

Destination Address Info
 App: Time:
 Phone #: Ext.:
 Loc ID:
 Street #: Apt/Unit:
 Street:
 City:
 Zone #:

Comments

IS THIS A RESIDENCE OR A BUSINESS?

Ln#	Unit #	Id	Name	Address	City
1	7142829839	7142829839	VONS	5600 E SANTA ANA CANYON RD	ANAHEIM
2	7145352288	7145352288	VONS	130 W LINCOLN	ANAHEIM
3	9495488911	9495488911	VONS	185 E 17TH ST	COSTA MESA
4	7147514270	7147514270	VONS	2701 HARBOR BLVD	COSTA MESA
5	7145562935	7145562935	VONS	2701 HARBOR BLVD	COSTA MESA
6	7145379322	7145379322	VONS	9552 CHAPMAN AVE	GARDEN GROVE
7	7145373770	7145373770	VONS	9552 CHAPMAN AVE	GARDEN GROVE
8	7147503663	7147503663	VONS	12951 W CHAPMAN AVE	HUNTINGTON BEACH
9	7145804747	7145804747	VONS	8891 ATLANTA AVE	HUNTINGTON BEACH
10	7146465366	7146465366	VONS	5977 ENINGER	HUNTINGTON BEACH

IS THIS A RESIDENCE OR A BUSINESS?

F1-AHI F2-INFO F3+ F4+ F5-SEND F6-MSG SEND F7+ F8-LKUP F9+ F10-PREV. ADDR F11-PRICE F12-TOGGLE ESC-CANCEL

Ready Fleet User ID: 1030

Third, CCSI's dispatch system is designed to empower CSAs to answer passenger questions quickly, without the need to put the customer on hold. One example happens where a customer calls back to find out where their cab is. The system already recognizes the customer's caller ID and prompts the CSA to ask if they are calling about their existing order and would they like an ETA. The CSA is automatically provided with a map, showing where the assigned cab is in relation to the pickup address, a list of the events, so that the CSA can see what time the order was accepted by the taxicab, and an estimate of the ETA.

The following two screen shots show what the ordertaker sees in this situation.

Trip Maintenance Mode: INTERVIEW CALLS ON HOLD: 0

General Info

Fleet: 20 Client ID: Trip Type: P-PASS
 Pass: Name (First Last): GRADA CHRISTENSON Resp Party: P-PASSEN

Pickup Address Info

Due: Thursday 12/01/05 Time: 05:00AM
 Phone ID: 9496541062 Ext.:
 Loc ID: 9496541062 WOODBRIDGE COVE
 Street ID: 0 Apt/Unit:
 Street: HARBORCREST
 City: IRVINE IRV State: CA
 Zone ID: 530 IRVINE SOUTH

Destination Address Info

Appt: Time:
 Phone ID: 714 Ext.:
 Loc ID:
 Street ID: 19601 Apt/Unit:
 Street: AIRPORT WAY
 City: SANTA ANA SA State: CA
 Zone ID: 460 SANTA ANA SOUTHWEST

Comments

GATE OFF SEAGATE KEY KEY 9663 FOR GATE CODE

Client Specific Fields

Miscellaneous Info
 Requested By: VIP Trip: ☐
 Person To See: POD Required: ☐
 # Escorts: Confirm Trip: ☐
 Original Due: 12/01/05 05:00AM Call ID: 631266
 Status: ASSIGNED TDS ID: 96523
 Entered Date: 11/30/05 05:21PM Entered By: 1026
 Confirmed at: by:

Pricing
 Miles: 0.00
 Est Fare: 0.00 Call Rate: 0.00

Ready Fleet: User ID: 1030

F1=TRACK F2=INFO F3= F4=UPDATE F5=SEND F6=MSG SEND F7=DETAIL F8= F9=EVENTS F10=PREV ADDR F11=PRICE F12=TOGGLE ESC=CANCEL

Press the F1 key to
get



TDS --Trip# 96523

Date/Time	Fleet	Event Description	Status	Info1-4	Veh#	Driver	User
12/01 04:47:34	C	V_Loc-Pol	Success	=0Jom=-117818000,lat=33682600,0	600	184	0
12/01 04:40:37	C	SY_CalAssign	Success	znl=-530,-0,-0,-0	600	184	0
12/01 04:40:37	C	V_Accpt	Success	znl=0 lon=0 lat=0	600	184	0
12/01 04:40:37	C	SY_PITP-Award	Success	0,rand#=-0,windst=10784,wintime=1133437394	600	184	0
12/01 04:40:37	C	SY_PITP-BidCL	Success	lon=-117795615,lat=33679660,znl=-530,lbids=6	0	0	0
12/01 04:40:23	C	V_Bid	Success	dist=13600,lon=-117860900,lat=33679100,-0	679	615	0
12/01 04:40:18	C	V_Bid	Success	dist=13200,lon=-117832600,lat=33684400,-0	600	184	0
12/01 04:40:12	C	SY_PITP-BidCL	Success	lon=-117795615,lat=33679660,znl=-530,lbids=0	0	0	0
11/30 17:21:02	C	UI_CallEntry	Success	dued=1133442000,duetm=500,-0,-0	0	0	1026

Multiple Event Time Settings
 From Time: 00:00 To Time: 00:00
 Map Multiple Events

As can be seen from the above description, our system has a number of built-in safeguard features for handling calls that represent significant benefits, including:

- The immediate dispatch notification of a potential problem or delay with a trip;
- Creation of full records for immediate and future review by management;
- The ability to immediately recapture and recreate a trip history in the event of an inquiry, complaint or need of verification;

- The capability of filing advanced reservations into a pending call file and automatically recalling those trips and dispatching them at pre-determined times;
- Automatically flagging of potential problems and alerting dispatch to a potential problem before it becomes an inconvenience to a customer.

Dispatch Process

After the order is entered, it gets to the taxicab and the driver via Fiesta Taxi's proprietary Motorola Automated Dispatch System, or MADS. MADS is a Unix-based dispatching application originally created by the Motorola Communications group. This application has proven itself reliable and resilient over its many years of 24-hour daily operation. This particular system has been extensively customized by one of the original programmers who is to this day contracted by ASC.

MADS automatically dispatches more than 90% of all orders without further human intervention after the order is entered. Once entered, the pick-up address is tagged with latitude and longitude coordinates. Drivers seeking orders indicate so in their taxicabs. Vehicles are equipped with Mobile Data Terminals and Global Positioning Satellite systems. Based on the vehicle's distance from the pick-up address, the driver is offered several nearby calls to choose from by bidding. When the bid window closes, all bids received from drivers are tabulated for distance from the pick-up address and the amount of time the driver has been waiting since his or her last trip. The trip is awarded to the taxicab that is closest to the order, with some extra distance credit given to drivers who have been waiting a long time for an order. This process is completed within seconds of the order entry.

This efficient, speedy method of dispatching has enabled dispatchers to focus exclusively on the less than 10% of orders that are not matched to vehicles automatically. These orders are called "exceptions," and customers who might require special considerations are accommodated as a priority. The task of handling those calls that are not routine in nature is made easier by dispatch "exception" screens that are intuitive in their operation.

The following illustration is a reproduction of an actual **Exception Screen**, which constantly displays all trip requests that require human intervention. This screen is kept current by the system and allows the dispatcher to quickly resolve these trips.

Exception Screen

Radio frequency communication is achieved through an Ethernet network to a custom-built Remote Network Controller Extension (RNCe) and a pair of redundant Internet Protocol Network Controllers (IPNC) supplied by IPMobileNet, Inc.

Vehicles operating under this agreement feature MobileKnowledge® MK-6000 Mobile Data Terminals (MDT), graphical, touch-screen units that utilize Windows CE® operating systems and CF data wafers. All MDTs run MADS firmware.

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All MDT's are equipped with a magnetic strip card reader that allows each vehicle to accept credit cards and other paperless payment technologies. Fiesta Taxi accepts Visa, Mastercard, American Express and Discover.

Dispatch Data Storage

Each of the features we've described, along with hundreds of others, becomes a permanent part of every order entered into the system. This information can be accessed within 24 hours and used for a number of analytical, reporting and management evaluations.

As previously mentioned, MADS records, timestamps, and saves all information and events generated during the course of a call. All information entered into the system, everything a driver does, and every response to every event or occurrence is captured in the MADS Informix-based database. This internal database has three major functions:

- It serves as the core of the dispatch system; data from various tables are joined and drawn together to automatically dispatch calls, and provides information to operators on a real-time basis.
- Call information and history is retained in separate database tables for 24 hours in an "online" state. Operators may query these tables for pending and day-old calls, vehicle and driver status, and a number of other timely points. Vehicle, driver, operational, and client information is always available and can be updated by management personnel at any time.

Finally, every morning just after midnight, the MADS database prepares a number of export files which are sent to other servers which provide storage, analysis, lookup and reporting functions. Instant information about past calls is available at every Windows workstation throughout the company via a 4GL-based form which permits office personnel to extract and print call information at their desks. In addition, all call and system information from MADS is imported into our data warehouse.

Insurance

Our insurance meets or exceeds the city's standards. We will provide the city of Montebello with all our updated insurance documents if we are awarded the contract as stated in the RFP.

Business License and Business in Surrounding Cities

Fiesta Taxi holds a current business license in the County of Los Angeles, and multiple cities within the county. Starting in 2019, Fiesta Taxi will only be required to hold a business license in the City of Gardena, where we are located, and in the City of South Gate, where the fleet conducts most of our business. The City of Montebello will have access to Fiesta Taxi's vehicles and those of its sister fleets, for a total of 1,250 vehicles.

II. Staff Qualification and Key Management Personnel

Experience and Qualifications of Firm and Personnel

Fiesta Taxi began in 1996 to service the growing Latino and Spanish-speaking population in the southeast communities of Los Angeles County. Fiesta Taxi has since grown into the largest operating taxi company servicing these areas. Due to its reliable service, Fiesta Taxi operates numerous municipal Dial-A-Ride programs for seniors and disabled residents. Throughout its existence, Fiesta Taxi has been honored with numerous accolades for its continued commitment and dedication to the communities it serves, including resolutions from the Federal, State and local governments.

Fiesta Taxi and its management team bring to this program an unmatched history of success and innovation in taxicab-based paratransit.

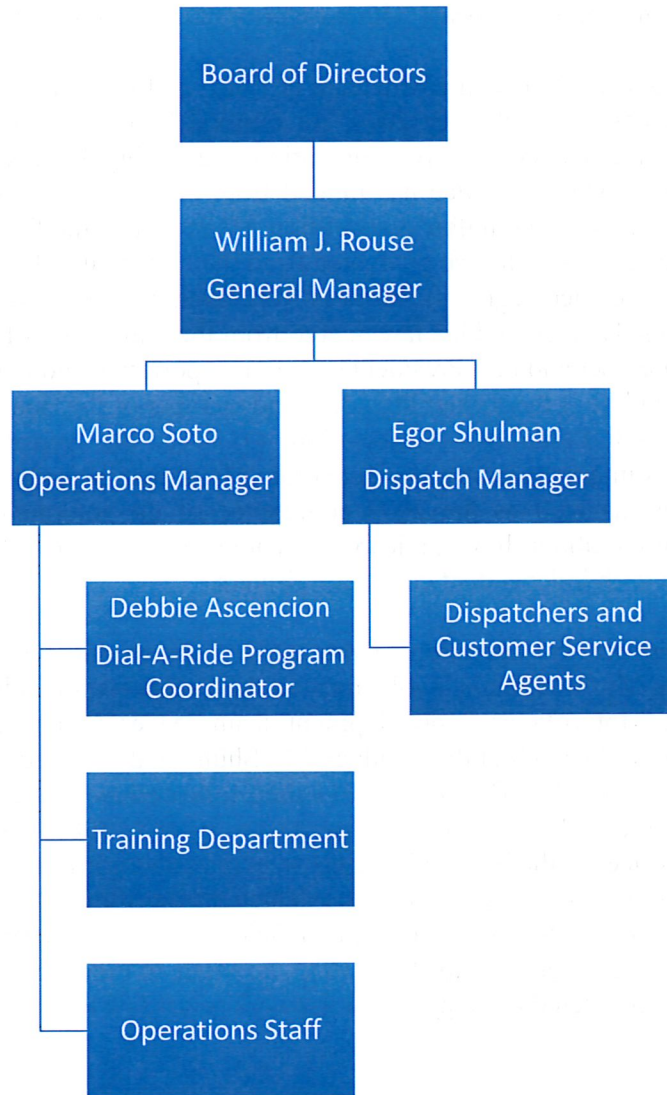
Dating back to the 1970's, when United Checker Cab served as the pilot program for the current \$10 million a year Los Angeles CityRide program, to the early 1980's, when United Checker Cab and South Bay Yellow Cab began taxi-based Dial-A-Ride programs across the South Bay, to 1992, when LA Taxi's own Operation Food Basket eventually turned into the County's Immediate Needs program, we have been at the forefront of providing quality Dial-A-Ride services at a low cost per passenger. Today, Fiesta operates fully automated, GPS-based swipe card Dial-A-Ride programs in Bell, Cudahy, Paramount, Pico Rivera and South Gate. Fiesta also operates paper coupon based Dial-A-Ride programs in Bell Gardens, Compton, Montebello, Norwalk, and Santa Fe Springs. Fiesta's sister fleets in ASC operate swipe-card-based Dial-A-Ride programs in the Carson, Lomita, Long Beach, City of Los Angeles, and Palos Verdes, and paper coupon based programs in Torrance, Manhattan Beach, Hermosa Beach and Signal Hill.

The passenger experience with taxicab-based Dial-A-Ride is superior, while the City pays the lowest possible cost.

Fiesta and its sister fleets are the only taxicab operators with a currently functional paperless solution that dramatically increases the City's control over its program, including the ability to audit true data gathered in real time. Opportunities for fraud and misuse are minimized.

No other company to claim to serve nearly 1/4 of the Dial-A-Ride programs in the County of Los Angeles with an excellent record of service.

ORGANIZATIONAL CHART



Key Personnel: Resumes and Qualifications

For more on experience, let us look at some of the individuals involved in our organization. Fiesta Taxi has a long-term management contract with a superior management team.

Mr. William Rouse joined ASC's management team in 1998 – at first as de facto in-house counsel, then as its General Manager in February 2004. As General Manager, Mr. Rouse oversees all aspects of ASC's and its member cooperatives' operations, marketing, finance and other functions. Mr. Rouse is an attorney whose practice has ranged from employment law and civil rights to general corporate, transactional and unfair competition. He is part of the fourth generation of his family in the taxicab business. Mr. Rouse graduated from the University of Southern California in 1988 with a Bachelor of Science degree in Business Administration, with an emphasis in Finance and Business Economics. He received his law degree from the University of Southern California in 1992. He is a board member and Past President of the Transportation and Paratransit Association of California (TPAC), and he is the former President and member of the Board of Directors of the Taxicab, Limousine and Paratransit Association (TLPA), the private, for-hire ground transportation industry's international trade association. Mr. Rouse has addressed several TPAC and TLPA conferences, as well as the 2007 conference of the International Association of Transportation Regulators about how taxicab companies can run an effective wheelchair-accessible van program with independent contractor drivers.

Mr. Egor Shulman oversees the operation of the entire dispatch and reservations department located at CCSI in Utah. Mr. Shulman's involvement in the transportation industry started in 1987 when he consulted at Motorola as a development team leader to develop a taxi dispatch system. After the successful launch of that product, Mr. Shulman developed software for the New York CTA and the Chicago Police Department 911 unit, followed by a stint as product manager at Motorola for the Coverage Plus product line for trucks. Prior to 1987, Mr. Shulman provided computer consulting services in the book publishing, steel manufacturing, automotive additive and medical market research industries. Mr. Shulman graduated from Illinois Institute of Technology in Chicago with a Bachelor of Science in Computer Science degree in 1979, went on to earn a master's degree in computer science from IIT in 1983, an MBA in Finance from Northern Illinois University in 1994 and completed all requisite coursework towards a Ph. D. in Computer Science at IIT in 1997.

Our Director of Operations, Marco Soto is the project manager for Bell Gardens Medical Taxi Program, Carson Dial-A-Ride, Cudahy Dial-A-Ride, Artesia Express, Norwalk Paratransit Transportation Program, Paramount Dial-A-Ride, Santa Fe Springs Dial-A-Ride, South Gate Phone-A-Ride and Cudahy Dial-A-Ride programs. Mr. Soto volunteers a lot of his free time with community service-oriented organizations. Mr. Soto is the proposed Project Manager for the City of Montebello Dial-A-Taxi program.

Mr. Soto is a responsible, caring individual with empathy for the disabled and senior citizens who will utilize the Dial-A-Taxi services. Mr. Soto is aggressive in his approach to problem solving, is self-motivated and a proven manager in demand responsive transportation services. Mr. Soto is competent in all areas of service provision. Mr. Soto will be available by telephone during all operating hours to make decisions, supervise staff and provide coordination as necessary. Mr.

Soto will attend regular meetings with city staff to determine contract compliance, adherence to performance standards, to troubleshoot problem areas, and to discuss operations, marketing, and promotional activities.

Debbie Ascencion will serve as a back up to our Operations Department and will drive in the City of Montebello inspecting the vehicles and answer the drivers' questions about the Dial-A-Taxi program. Ms. Ascencion will also assist with the senior group presentations and special city events to promote Dial-A-Taxi program. Additionally, the marketing staff will work anywhere from 20 hours to 30 hours a month on this program. Their work schedule will vary depending on the number of events we schedule in the city.

Résumés

WILLIAM J. ROUSE

General Manager
Administrative Services Cooperative, Inc.

2129 W. Rosecrans Avenue
Gardena, California 90249
(310) 965-5807
Fax: (310) 324-2498
wjrouse@layellowcab.com

EDUCATION

May 1992

University of Southern California, Los Angeles, California
Juris Doctorate
Moot Court Honors
Participated in Southern California Review of Law and Women's Studies
Licensed Attorney since December 1992

May 1988

University of Southern California, Los Angeles, California
Bachelor of Science, Business Administration
Emphasis in Finance and Business Economics

PROFESSIONAL EXPERIENCE

February 2004

To

Present

Administrative Services Cooperative, Inc., Gardena, California
General Manager

Oversee through a management contract the operations of five taxicab fleets that operate 1,175 taxicabs in the greater Los Angeles area.
Chief Operating Officer with oversight over operations, dispatch, accounting, marketing, regulatory compliance.

April 1998

to

Present

Law Offices of William J. Rouse, Gardena, California

Represent the largest taxicab operation west of Houston, with 1,175 vehicles in operation, as de facto in-house counsel.
Represent member taxicab fleets, management and drivers in a wide variety of litigation and transactional matters, including unfair competition, property damage recovery (subrogation), labor and employment, real estate and criminal law.
Represent member taxicab fleets before various governmental and regulatory bodies.

June 1994

to

April 1998

Law Offices of William J. Rouse, Los Angeles, California

Represented employees in litigation of employment law matters, including discrimination and sexual harassment, wrongful termination and contractual issues.
Successfully briefed and argued to the California Court of Appeal the sexual harassment case Doe v. Capital Cities (1996) 50 Cal.App.4th 1038.
Managed small business, including marketing, accounting and business planning.
Addressed gatherings of attorneys and others on employment law topics.

December 1991 **Law Offices of Leroy S. Walker/Walker & Barboza**, Los Angeles, California
to
June 1994 Represented employees in litigation of employment law matters, including
discrimination and sexual harassment, wrongful termination and contract issues.

PUBLIC SERVICE

September 2001 **President/Vice President/Commissioner, Board of Building & Safety**
to **Commissioners**, Los Angeles, California
May 2006 Served two terms as President and one term as Vice President of Commission that
hears building permit appeals and other Building & Safety related public hearings.

August 1999 **Commissioner, El Pueblo de Los Angeles Historical Monument Authority**, Los
To Angeles, California
September 2001 Member of the Commission that oversees and establishes policy for the El
Pueblo Historical Monument, which includes Olvera Street.
Was actively involved in a wide range of issues, including monument-
merchant relations, event organizing, property management and establishing
goals and policies.

TRADE ASSOCIATIONS

May 2004 **President, Vice President, Secretary, Taxicab Paratransit Association of**
to **California**
Present Past President previously served one year each as President, Vice President
and Secretary, and member of executive committee of the statewide taxicab
trade association of California.

November 2005 **Vice President and Director, Taxicab Limousine Paratransit Association**
to
Present Appointed Vice President in October 2008. Member of Board of Directors
of the international trade association for the private, for-hire transportation
industry, based in Kensington, Maryland. Two years of service on the
Executive Committee. Service as co-chair of the Taxicab Steering
Committee, Paratransit Committee, Limo Committee.

November 2006 **Director, Long Beach Area Convention and Visitors Bureau**
to
Present Member of Board of Directors of one of the most dynamic and successful
convention and visitors' bureaus in the country.

OTHER SKILLS

Fluent in Spanish

Marco Andres Soto

4621 Edalls Plaza 323/972-9328
Los Angeles, CA 90032 marco_andres_soto@yahoo.com

Education

University of California at Los Angeles
Bachelor's Degree in Political Science

Los Angeles, California
June 2001

Work Experience

Administrative Services Cooperative, Inc.
Vice President and Director of Operations

Los Angeles, California
July 2007 – Present

- Responsible for managing municipal Dial-A-Ride programs, strategic marketing plans, public affairs and governmental relations.
- In charge of business development with governmental entities.
- Prepared grant applications to fund over \$2,000,000 in vehicle acquisition for a wheelchair-accessible taxicabs program.
- Managed 24 municipal Dial-A-Ride contracts. Grew the existing municipal contracting business from 8 contracts to its current size.
- Prepared bid packets to respond to RFPs. Presented proposals before various municipalities. Negotiated contracts with cities for Dial-A-Ride service.
- Worked on legislation at the municipal and state level.
- Responsible for managing two major political action committees for the statewide trade association. Managed reporting for 5 major donor committees.

Diverse Strategies for Organizing
Associate

Los Angeles, California
December 2001 – July 2007

- Assisted developers, local, state and federal governments, Public relations firms and City Departments in developing consensus and building coalitions in support of their respective projects and legislative issues.
- Provided political consulting services to candidates; developed campaign and mail budgets, acquired endorsements, organized fundraisers, recruited paid and non-paid staff to work on campaigns and developed mail pieces to target voters.
- Worked on many projects in Los Angeles County to assist developers with their land use entitlement process. Implemented strategies that would secure a favorable outcome for our clients at public hearings/meetings.
- Produced and ensured funding for the largest Latino targeted state mailer (1,000,000) in the State of California.

United States Secret Service
Stay-In-School College Program

Los Angeles, California
January 1997 – September 2001

- Responsible for assisting in the managing, directing, and organizing of the operational support functions of the counterfeit squad.
- Overlooked the completion and reconciliation of the Monthly Contraband Report.
- Assisted agents in promoting awareness of the characteristics of counterfeit currency to financial institutions, retail establishments, and local law enforcement agencies.

Office of Los Angeles Mayor Richard Riordan
Office Intern

Los Angeles, California
Spring 1999

- Served as an intern to then Special Assistant to the Mayor, Tom LaBonge.
- Performed administrative duties for the office.
- Drafted letters in response to constituent issues.

Community Service/Memberships

Taxi and Paratransit Association of California (TPAC)
Member/Board of Directors

Sacramento, California

Los Angeles International Charter High School (LAICHS)
Past President/ Former Board Member - Board of Directors

Los Angeles, California

Huntington Park Chamber of Commerce
Former Member/Board of Directors

Huntington Park, California

Deborah Ascencion

8843 SANDLOCK ST., PICO RIVERA, CA 90660 ldascenc5@gmail.com 562.472.7734

EDUCATION

California State University, Los Angeles, CA
Bachelor of Arts in Political Science

June 2014-May 2018

SKILLS

- Leadership
- Multitasking
- Strategic Planning
- Bilingual
- Verbal & Written Communication
- Adept in Technology
- Anticipates Needs
- Problem-solving
- Detail Oriented
- Time Management
- Resourcefulness

EXPERIENCE

Administrative Services CO-OP | Gardena, CA
Community Relations Coordinator

Sept 2018-Present

- Oversee the Dial-A-Ride Program in twenty-two cities throughout Los Angeles County
- Plan and carry out events and educational activities which increase the visibility of our Dial-A-Ride program in the community
- Develop public relations strategies that influence public opinion or promote ideas, and services
- Serve as a representative for the organization at community meetings and forums
- Manage the community relations budget, allocating funds for different programs and outreaches

California Medical Response Inc. | South El Monte, CA
Administrative Assistant for Executive Office

Dec 2015-August 2018

- Perform administrative & office support activities for President/CEO, Chief Operating Officer, Chief Compliance Officer, General Manager, Operations Director, Billing Manager, and HR Manager.
- Produce and maintain accurate records, including, documents, files and reports
- Evaluate financial statements for accuracy; send invoices to facilities; create financial spreadsheets to demonstrate fiscal progress and audit readiness

Office of Los Angeles Mayor Eric Garcetti | Los Angeles, CA
Public Engagement Intern

Nov 2017-June 2018

- Implement Garcetti's initiatives through community engagement and projects for direct impact
- Work closely with the Southeast Area Representative to establish and maintain relationships between the Mayor's Office and the Southeast communities of LA via event outreach
- Create & maintain the first online platform for the 200 youth members of the Mayor's Youth Council

Behavior Respite in Action | Alhambra, CA
Behavioral Therapist

Feb 2015-Apr 2016

- Developed and implemented new techniques in behavioral therapy programs on an individual basis through strong emotional support during behavioral therapy interventions
- Worked closely with doctors and behavioral therapists to treat patients with best practices
- Trained to serve patients experiencing a wide range of mental illnesses and disorders

EXTRACURRICULARS

Associated Students Inc. (ASI), California State University, Los Angeles, CA
College of Natural and Social Sciences Representative

June 2016-May 2018

- Elected as the liaison between the College of NSS & ASI to strengthen inter-college coalitions
- Represented the 27,000 CSULA students to CSULA administration and faculty

Proposed Staffing and Project Team

Cabs/Drivers:

Based on the estimated volume of trips for this program, the fleet needs ten taxicabs present in the area to cover the volume of trips. Fiesta Taxi will provide subsidies to taxicabs to ensure that the Dial-A-Taxi Program orders are covered.

Dispatch Center Staffing Structure and Plan Including Deployment Scheduling:

The call-in stations are staffed with 50 personnel, for three 8-hour shifts per day. Included in this are 2 senior supervisors and 5 assistant supervisors. The dispatch stations are staffed by 6 dispatchers and 3 dispatch assistants. Each shift is staggered but generally conforms to the pattern shown below.

- Day shift: 8:00 a.m. – 4:00 p.m. (10 Customer Service Agents on Duty)
- Swing shift: 4:00 p.m. – midnight (9 Customer Service Agents on Duty)
- Early a.m. shift: midnight – 8:00 a.m. (7 Customer Service Agents on Duty)

As shown above, staffing is heaviest during the peak day period, with less staff in early evenings and early mornings when demand is lighter. Extra staff is scheduled for known high-volume days, such as rainy days and certain holidays such as New Year's Eve, St. Patrick's Day and Cinco de Mayo.

Each new staff person undergoes a rigorous two-week training period using eight live terminals and actual calls to learn the overall company operation, the equipment, call receiving and dispatch procedures, and customer relations, both toward passengers and drivers. One of the main points emphasized in the training manual is the company's commitment to excellence in every aspect of the operation, defined as professional and consistent treatment toward drivers, courtesy and accuracy toward customers and the philosophy that "We are not satisfied to simply get by. We expect to be the best."

New hires are paid while in training. Staff is recruited through local newspaper ads, word of mouth and organizations that have access to potential labor. ASC makes outreach to hire people with disabilities, especially those well suited to a job requiring little mobility. Staff is extremely diverse in terms of ethnicity, race, age, sex and national origin.

Accounting Staff:

Our accounting staff will review the city's Dial-A-Taxi Program trips for irregularities and fraud prevention. The likelihood of fraud is significantly reduced with the automated card system and computerized dispatching, but we will still be monitoring the transactions to make sure that passengers are not working with specific drivers to use all their trips and/or traveling only to the furthest satellite points. The card system allows us to easily sort through transactions to check for these types of irregularities. Our accounting staff will assign a person to review the transactions and I estimate this person will contribute 10 hours a month to this program.

Operations Staff:

Our Operations Manager, Marco Soto, will be involved along with his employee, Debbie Ascencion, in the day-to-day operations of managing the fleet. They will make sure drivers apply for the proper permits, are enrolled in the drug testing program, and inspect the vehicles on a weekly basis. In addition, they will track the subsidies to ensure that we have enough coverage in the city. All the new drivers, entering after program launch, will have to be trained by Ms. Ascencion on the City of Montebello's Dial-A-Taxi Program rules to be eligible to participate in the program. Debbie will work anywhere from 15 hours to 20 hours a month on this program. Our Operations team will contribute about 10-15 hours a month to this program.

Marketing Staff

Ms. Ascencion will assist with the senior group presentations and special city events to promote the Dial-A-Taxi Program. Debbie will also serve as a back up to our Operations Department and will drive in the City of Montebello inspecting the vehicles and will answer the drivers' questions about the Dial-A-Taxi program.

Project Manager:

Mr. Soto will serve as the day-to-day manager of the City of Montebello Dial-A-Taxi program. He will be available to the city seven days a week to answer any questions about the program or to handle any issues. Mr. Soto will make the presentations to the program participants, interface with the City on Dial-A-Taxi issues and review the invoices and management reports for the City of Montebello. He will handle the training for the program users, drivers and city staff for the City of Montebello's Dial-A-Taxi program. Furthermore, Marco will spend an average of 10 hours per month on the management of this program once it is up and running.

General Manager:

Mr. William Rouse oversees all the staff working on the Dial-A-Taxi program. Mr. Soto will report to him directly and give him regular status reports on the program. Mr. Rouse will meet with the city when requested and any issues that can't be resolved by Mr. Soto, will be handled by him. Mr. Rouse's estimated hours are 8 hours per month on this program.

III. Technical Approach/Work Plan

When it comes to “industry best practices,” Fiesta Taxi and its sister fleets are at the forefront. For decades, our fleets have pushed forward with technology ahead of our competitors. We were the first in greater Los Angeles with computerized dispatching, the first with GPS closest cab dispatching, the first with Internet ordering of taxicabs, and then smart-phone app ordering of taxicabs.

Beginning in 2007, we began to move our Dial-A-Ride programs to the completely paperless fully automated swipe card system operated by MJM. This system gathers nearly 40 fields of data about orders and trips in real time, from our dispatch system and from the equipment inside the taxicab. Over the course of a trip, our system receives computerized confirmation that a passenger is on board, complete with time/day/GPS stamping and beginning odometer reading, computerized gathering of information during the trip, and computerized confirmation of the drop off, also with time/day/GPS stamping and ending odometer reading. None of this information gathering requires any extra work by the driver, the passenger or the City.

The database maintained by MJM, accessible by the City, contains all the necessary fields to run reports to create histories by passenger, by vehicle, or by driver.

Understanding of Project

Fiesta Taxi Cooperative, Inc. dba Fiesta Taxi proposes to coordinate and provide the operation and maintenance of the City of Montebello’s Dial-A-Taxi program.

The central theme of Fiesta Taxi’s proposal is as follows: To provide a complete transportation system that will be innovative, cost effective, and maximizes the level of service to the City’s senior and disabled residents.

Fiesta Taxi will provide all management and operational functions necessary for the successful operation of the Dial-A-Taxi program including vehicles, drivers, dispatch service, reservations, insurance, fuel and maintenance. The service will be provided to eligible users over 62 years of age and older and to persons with disabilities of any age living in the City of Montebello. The proposed Dial-A-Taxi service will operate with same-day reservations, seven (7) days a week, twenty-four (24) hours a day including holidays. Our average reservation hold times will be less than two minutes. Drivers will undergo background checks and participate in a drug and alcohol program. Fiesta Taxi will provide on-time service and all required billing and management reports.

Fiesta Taxi Cooperative, Inc. has reviewed all of the requirements discussed in the Scope of Work, in the RFP, and fully understands the City of Montebello’s Dial-A-Taxi program.

Service Goals and Objectives

Fiesta Taxi will offer curb-to-curb services for senior citizens and portal-to-portal service for disabled passengers. In instances where participants cannot walk out to the curb but can walk as far as a driveway that is accessible to a vehicle, the vehicle operator will pull into the driveway to pick them up. If the vehicle arrives prior to the start of the pick-up window, the “dwell time” will not begin until the start of the pick-up window. The dwell time may be extended where, five (5) minutes after the beginning of the arrival window, a customer is within the eyesight of the vehicle operator and is clearly making his or her way to the vehicle. The time will be extended to allow the participant time to complete boarding of the vehicle.

Fiesta Taxi will require that for individuals who require mobility aids such as wheelchairs, walkers, canes, etc; or those individuals who have difficulty boarding or exiting the taxi vehicle are aided as follows:

- Assistance with opening and closing the vehicle doors.
- Assistance with securing mobility aids
- Assistance with positioning the vehicle in a manner that facilitates entering and exiting the vehicle.
- Assistance with carrying small packages (weight not to exceed 20 lbs)

Hours of Operation

The RFP prescribes service twenty-four (24) hours a day, seven (7) days a week, 365 days a year including holidays. Fiesta Taxi and its sister fleets operate year-round and can meet the city’s needs.

Service Area

All trips will begin and end within the service area designated by the City of Montebello in Appendix A. Fiesta Taxi will be flexible in making whatever changes to the service area the City may deem necessary over the course of the contract. Such changes can be made of short notice.

Eligible Users

Fiesta Taxi Cooperative, Inc. will adhere to the program eligibility requirements set by the City of Montebello, which currently limits the program to residents of the city who are: (1) at least 62 years of age; or (2) disabled of any age.

Registration, Identification, and EZ Transport Card

We propose to continue to work with the City of Montebello to register and certify eligible users of the Dial-A-Taxi program and we will issue a photo ID/QR code card to each participant. Personal care attendants and service animals may ride with the Dial-A-Taxi participant free of charge. The swipe card profile of each participant will indicate if a personal care attendant is

necessary. Dial-A-Taxi participants must show their swipe card to the vehicle operator each time they board the Dial-A-Taxi vehicle. Dial-A-Taxi participants will use pre-purchased/or free credits authorizing each trip. This option is more fully described in the next section of the proposal.

MJM Swipe Card System

We propose to continue to use the fully automated GPS-enabled swipe-card based program. This completely paperless program captures trip, passenger and vehicle data automatically in real time, reducing opportunities for fraud, providing verifiable and auditable information, cutting staff and management time, and making reporting simple.

MJ Management Service, LLC, (MJM Innovations, “MJM”) will assist Fiesta Taxi Cooperative, Inc. in automating the City of Montebello’s Dial-A-Taxi program. In 2001, MJM developed EZ Transport® which has been used to manage millions of trips in aging and paratransit programs from coast to coast.

The EZTransport system consists of two components: the physical EZTransport card and the secure web application developed to manage the live trip data received from the vehicle’s mobile data terminal (MDT). EZTransport cards can be produced using the standard design, with the City’s name and logo, or custom designed to your specifications. We recommend the cards be personalized with each rider’s name and photograph for added controls.

The EZTransport cards are swiped at the beginning and end of each trip. Participant, time of trip, date of trip, GPS location of pick-up, drop-off and fare are just some of the live trip information that is instantly sent to the web application. In addition, the system captures the data necessary for the National Transit Database (NTD) reporting.

Web-based tools for account management, reporting, auditing, and provider billing will be at the fingertips of your staff members. The city of Montebello staff will no longer have to wait for program information to be submitted. Each trip is available for review as it occurs.

Some of the benefits of implementing the EZTransport system include:

- Electronically track and capture “live” trip information
- Elimination of vouchers and coupons which minimize opportunities for program misuse
- Reduce fare collection to a simple card swipe
- Securely manage program information online
- Capture the NTD reporting data
- Saves the city money in staff time and printing

Fiesta Taxi and its sister companies have implemented the fully automated, GPS-enabled, swipe-card based EZTransport program in the following municipalities where we operate programs similar to the Montebello Dial-A-Taxi program:

- Artesia
- Bell

- Bell Gardens
- Carson
- Cudahy
- Lomita
- Lynwood
- Montebello
- Monterey Park
- Norwalk
- Paramount
- Pico Rivera
- South Gate

Please review MJM Proposal attached at the end of this proposal for more information about the EZ Transport® swipe card system.

Dedicated Telephone Number

The passengers will be calling the dedicated phone line to request service for the Montebello's Dial-A-Taxi program. The phone number will be included in the back of each swipe card. The customer service agents will make sure that the trips that are booked through this phone line meet the City's program rules. The city also has the option to ask us to setup a toll-free number for passengers to call for service, but we respectfully request that the city make this decision before we print the Dial-A-Taxi cards.

When the passenger is picked up, he or she must present their swipe card to the driver to proceed with the trip.

The City of Montebello will not be held responsible for trips that do not meet the program criteria.

Phone Services Requirements

Fiesta Taxi Cooperative, Inc. will have sufficient staffing levels to ensure rapid and accurate response to phone calls twenty-four (24) hours a day, seven (7) days a week.

Fiesta Taxi's initial hold time for reservations calls is a median wait time of two (2) seconds and the average initial hold time for reservations calls are an average of fourteen (14) seconds.

For orders for immediate service, the dispatch department will inform the passenger that a vehicle will arrive to service their call within 30 minutes. Fiesta Taxi will keep the service statistics with response times for the Dial-A-Taxi program.

Fiesta Taxi requests that passengers requesting an ADA accessible van call 24 hours in advance to secure on-time service for their trip. Fiesta Taxi will accept same-day orders for ADA accessible vans, but the response time may be longer than fifteen minutes.

Customer Service Attendants (CSA) will answer simple information requests or transfer callers to supervisors if they are unable to answer questions. CSAs will provide courteous professional service to all callers. CSAs will also provide other services as directed by their supervisors to comply with contractual obligations. CSAs will meet all training requirements as set forth in the RFP, and all training records will be kept up to date and housed at the dispatch facility for immediate inspection by Montebello personnel upon request.

Reservation Scheduling

Participants will have the option of scheduling their Dial-A-Taxi trip request as early as two (2) weeks in advance.

Fiesta Taxi's dispatch department will confirm the Montebello's Dial-A-Taxi passenger's identity as a registered participant. Fiesta Taxi will request the participant's name, Dial-A-Taxi ID number, exact pick-up address, destination location, and number of passengers in the party. Fiesta Taxi will provide participants a reservation confirmation number.

The call-taker will ask all Dial-A-Taxi participants if special accommodations are needed. Non-ambulatory participants will be provided a wheelchair-accessible van.

Reservation Cancellation

Fiesta Taxi will allow participants to cancel reservations for a scheduled pick up, up to one (1) hour before their reservation pick-up time. Fiesta Taxi will log all canceled reservations and provide the log to the City of Montebello upon request.

Calling for a Ride

The passenger will receive a greeting stating, "Thank you for calling Montebello Dial-A-Taxi..." when they call the toll-free number to book their trip. The customer service agent will ask the passenger for his or her card number. The trip will be dispatched to a driver and each ride will have its own trip number which we can use to track the trip for the passenger. Our dispatch department has the capability of looking up a trip with either, the passenger's name, phone number, address, card number, trip number, cab number or time of day amongst other data. Passengers can be assured that we will be able to track their trips easily with our computerized dispatch equipment in the event they need to research their rides.

Lead Time in Calling for a Taxi

Riders can call up to two weeks in advance to reserve a trip or they can call for same-day service within 30 minutes of the due time. We respectfully request that passengers in need of wheelchair-accessible vans, call the day before so we can route a cab to their pick and drop off locations within the 30-minute pick up window.

Subscription Service

Montebello Dial-A-Taxi passengers will have the option of scheduling a standing pick-up time for the same hour daily or weekly. The dispatch department will be in charge of scheduling the trips and will keep a log of all the subscription service trips.

Aides For the Seniors/Disabled

For ambulatory passengers, vehicle drivers will assist the passengers in transferring themselves from their wheelchairs to the vehicles, and then will stow the wheelchair for transport to the passenger's destination. For non-ambulatory passengers, vehicle drivers will assist the wheelchair user in boarding the vehicle safely, and then properly secure the wheelchair.

Guest(s)

Program participants have the option of taking a single guest or if the city permits, up to 4 passengers for the price of one. The drivers will enter the number of passengers in their Mobile Data Terminal at the beginning of each ride and will report registered care attendants separately from Dial-A-Taxi participants. Disabled participants who are under 18 years of age must be accompanied by a registered adult.

Fiesta Taxi will conduct outreach meetings to inform the program participants about the benefits of sharing rides with other Dial-A-Taxi passengers. In the event that the passengers have the same destination or one is traveling a longer route than the other, both participants can share a ride with only one payment. The passenger taking the longest trip can pay for a trip and their fellow Dial-Ride participant can ride for free. In We will adhere to the city's policy as stated, "An "incremental shared ride," where one taxicab picks up joint travelers successively and delivers them to the same or successive destinations, shall be billed to the City as a single trip from the point where the first rider is picked up to the point where the last rider is dropped off. Each rider shall pay a full individual fare. All fares collected in this incremental shared ride will be deducted from the gross charge to the City.

Shared Rides

Fiesta Taxi will work with the City of Montebello to improve the shared ride usage for the Dial-A-Taxi program.

We will conduct an educational campaign to let the users know the benefits of sharing rides. The shared rides will hopefully allow for more trips to be sold to participants who need the program, increase the shared trips reported to the NTD which in turn will translate to a larger refund that can be invested in transportation programs. We believe this can help reduce the cost per passenger trip.

One of the innovative ways to promote this program is to provide incentives to the program participants for sharing rides. We can have a contest where we reward the program participants

with the highest number of shared rides. We'll provide taxi scrip or a gift certificate for a local restaurant to make this contest fun. We can present the reward at the monthly senior meetings.

Service Animals

ASC's fleets are committed to providing the disabled community with exceptional customer service. We acknowledge our obligation to provide service to passengers with service animals, and we have made this obligation a part of our driver training program. We have periodically hired Steve and Cindy Flerman, of Los Angeles, a husband and wife who are both blind and use service animals, to train our drivers on handling passengers with service animals. In that regard, Fiesta Taxi Cooperative, Inc. will allow a service animal trained to work or perform tasks for persons with disabilities to travel with a Dial-A-Taxi participant with disabilities. The Dial-A-Taxi participant's ID card will indicate if a service animal is required.

Fare Level

We have two options for collecting the per trip service charge for the Dial-A-Taxi service. The first option is to have the passenger pay Montebello Bus Lines the co-pay for each trip and have your staff add trips to the passenger's profile. The second option will be for the driver to collect the co-pay from the passenger and have the co-pay amount deducted from their account on a daily basis. At the end of the month we can issue a credit to the City of Montebello for all of the co-pays received.

Pre-Pricing of Fares

With the MJM EZ Transport® swipe card system, we propose that all trips will be pre-priced. Fiesta Taxi understands that, while taxi-based paratransit is the most cost-effective service available, some cities see a drawback in the variance in taxi fares for similar trips. We propose to solve that issue by pre-pricing each trip. Based on the pick-up and drop-off addresses of the entered order for service, we will use MapQuest to calculate the shortest driving distance for a trip, then we will put this distance through an algorithm to approximate the taximeter, with the flag drop, and mileage charges all calculated. We know the city is requesting that the company not bill for wait time and we can control for time with our pre-pricing formula. This pre-priced amount will be the fare paid to the driver, and the fare charged to the city, regardless of what route the driver takes, traffic conditions, or other factors that affect the meter. Pre-pricing will give the city more predictability over the fares.

No cash fares will be collected or requested of Dial-A-Taxi participants. Tips and gratuities will not be accepted or encouraged. Vehicle operators soliciting tips, gratuities, or unauthorized fares for Montebello Dial-A-Taxi trips will be immediately removed from service.

Unscheduled Passenger (Flag Downs)

Fiesta Taxi will not at any time, pick up any unscheduled Dial-A-Taxi participants who attempt to “flag down” or otherwise request a ride from the vehicle operator. All trips for users of the Dial-A-Taxi program must be scheduled in advance using the reservation system.

Complaints and Comments

Fiesta Taxi Cooperative, Inc. will distribute the customer satisfaction survey to the program participants on a yearly basis so the city can review the level of service that the customers are receiving. In addition, we will continue our practice of meeting with the Dial-A-Taxi participants on a monthly basis to discuss the service.

Fiesta Taxi will set a monthly meeting with City of Montebello staff to review the program and discuss any issues.

Adjustment to Service Level

Fiesta Taxi will work with the City on any changes needed to improve the Dial-A-Taxi program. Fiesta Taxi would encourage the City to let us establish a new toll-free number for the Dial-A-Taxi service. Fiesta Taxi will be prepared to help market and publicize the new number to the Dial-A-Taxi participants. In addition, all of the swipe cards will include the Dial-A-Taxi phone number for the passenger.

Fiesta Taxi has had experience in transitioning programs like the Dial-A-Taxi from an existing contractor to Fiesta Taxi. A perfect example would be the City of South Gate. During that transition, Fiesta Taxi offered incentives to drivers for several weeks to keep vehicle resources in excess of anticipated needs available in the City of South Gate while we got acquainted with the demand of the program. We did so with very minimal shortcomings.

Fiesta Taxi understands that the city reserves the right to adjust its Dial-A-Taxi program or services at any time and Fiesta Taxi expressly acknowledges that it is probable that such services will be adjusted at some future time by the city. Such adjustments may include (but are not limited to) expanding or decreasing service hours or days of service, increasing or decreasing service areas, adjusting fares, or requiring advance reservations. The proposed swipe card system allows the City to make changes to the program easily.

Fiesta Taxi acknowledges that it may be required to make changes as requested within thirty (30) calendar days of the receipt of notice. If Fiesta Taxi cannot or elects not to make the changes requested, or costs cannot be agreed on, the city shall have the option of cancelling the contract.

Fare Changes

We acknowledge that the City may change the fares at its discretion.

Responsibility of Contractor

Fiesta Taxi agrees to provide all the management and operational functions necessary for the success operation of the Dial-A-Taxi program. Fiesta Taxi will provide all vehicles, dispatch, vehicle operators, insurance, fuel and maintenance.

Fraud Prevention

Cities with a paper voucher programs for their Dial-A-Taxi Programs rely on a story told by the driver and the passenger. The driver writes in the pickup and drop off information along with the fare for the trip in the paper voucher and a passenger signs for the trip. In a swipe card-based program, the trip is captured electronically and so are the GPS coordinates of the pickup and drop address of the trip. Our computerized dispatch system allows us to track a taxi ride, listen to the recordings, and process orders through a swipe card system.

Billing

For each trip, Fiesta Taxi will invoice the city pre-priced taxicab meter rates, the MJM per transaction fee, plus an administrative fee as stated in the pricing form submitted under Appendix B. Fiesta Taxi will submit a billing report to City of Montebello at the end of each calendar month, and no later than the fifteenth (15th) day of the following month. Reports will include the following documents and forms:

1. A detailed monthly invoice for transactions received during the stated invoice period;
2. The city will receive the MJM EZ Transport system billing report. You will receive a spreadsheet with all the participant's name, date of trip, GPS location of pick-up, GPS location of drop-off and the fare charged to the city of that trip. This information will also be available to the City in real time using via the Internet. In addition, the system captures most of the data necessary for the National Transit Database (NTD) reporting.
3. Our billing report will include our monthly management report.

All documents stated above will be delivered by courier with written confirmation of receipt of delivery.

Management Reports

Fiesta Taxi will submit all the management reports requested on pages 31-33 of the RFP

Planning and Marketing

Fiesta Taxi will participate with the city in the design and implementation of changes in the services operating characteristics. Recognizing Fiesta Taxi's expertise and vast experience in operating similar programs to the Dial-A-Taxi program, we will be available to inform the city of

any observations regarding modifications of service routing, scheduling, marketing, etc. for purposes of improving the service for the residents of Montebello.

IV. Cost Effectiveness

In this section, we will explain our pricing model and describe the charges listed in Appendix B – Proposal Price Sheet.

Our pricing proposal is we call a Pre-Priced Meter Rate* that includes a \$2.65 flag drop, \$2.45 per mile charge and an estimated wait time of 10% per fare (normal wait-time is \$26.53 per hour of wait time). The Pre-Priced Meter Rate pays for the shortest distance to a destination with the shortest wait time to ensure the driver takes the shortest route on all trips. The reason we factor in a 10% wait time fee is to compensate the drivers at nearly the same rate as a cash fare. Taxicab drivers are independent contractors who have the option of accepting different types of fares: cash, account calls, credit cards, or in some cases a Dial-A-Taxi trip. Drivers tend to prefer cash fares to any other form of payment and as a cab company we want to make sure that they are paid the same rate as regular fares to provide Dial-A-Taxi programs excellent service.

At Fiesta Taxi, we use the swipe card system to reduce the administration costs for cities but we also use it to credit the driver accounts the following day for Dial-A-Taxi trips. We pay the drivers within 24 hours to ensure drivers cover the trips and treat the trips just like a regular trip. Our company can afford to pay the drivers the next day even though cities do not pay us until 45-60 days after a trip took place. It is very important that the city look for a taxicab company that can reimburse drivers for fares before the city reimburses the company in order to avoid driver issues.

We received feedback from many of our drivers that they would like a \$10 trip minimum for the Montebello Dial-A-Taxi rides and they strongly believe this would improve service. We propose to charge a \$10 minimum for all Dial-A-Ride trips.

In addition to the meter rate, we are proposing to bill the city a 10% administrative fee which will help pay for the program management, wheelchair-accessible van subsidies, and other administrative costs.

Typically, our first year's costs include a one-time \$5,000 setup fee for the MJM swipe card system but Fiesta Taxi Cooperative, Inc. has covered this cost. The city will only have to pay MJM Innovations the per transaction fee of \$0.50 for 0-25,000 trips or \$0.35 for 25,001 to 100,000 trips.

Lastly, the cost of the proposal bond of \$21,600 for the proposed contract amount will be billed to the city on an annual basis on \$7,200 per year for the first three years of the contract. If the bond is extended for the option years, we would discuss pricing with the city.

*Please note that we are currently charging meter rates which were approved in 2006 by the County of Los Angeles, the most current County approved rates are higher and we would like to retain the option of requesting a meter rate increase if gas prices increase significantly. We understand that the City Council would have the discretion of approving a rate increase.

Section V – Attachments

Attachment A

CITY OF MONTEBELLO
RFP NO. 19-42

REFERENCES

Provide at least three (3) agencies for which BIDDER has performed similar work within the past five years.

Agency Name: City of Lynwood **Department:** Recreation and Community Services
Address: 11330 Bullis Rd. **City:** Lynwood **Zip:** 90262
Contact Name: Mark Flores, Director of Recreation and Community Services
Phone Number: (310) 603-0220, ext. 319
Project Name: Lynwood Dial-A-Ride/ADA Program
Contract Amount: \$ 200,000 per year **Completion Date:** 12/17/2021
Type of Work: Fiesta Taxi has provided on-demand tax-based Dial-A-Ride service to the City of Lynwood since 2008. This program uses the MJM QR code card system.

Agency Name: City of South Gate **Department:** Parks and Recreation
Address: 4900 Southern Avenue **City:** South Gate **Zip:** 90280
Contact Name: Steve Costley, Deputy Director
Phone Number: (323) 563-5494
Project Name: Phone-A-Ride
Contract Amount: \$ 811,000 per year **Completion Date:** 06/30/2023
Type of Work: Fiesta Taxi has provided on-demand tax-based Dial-A-Ride service to the City of South Gate since 2008. This program uses the MJM swipe card system.

Agency Name: City of Paramount **Department:** Community Services and Recreation
Address: 15300 Downey Avenue **City:** Paramount **Zip:** 90280
Contact Name: David Johnson, Director **Phone Number:** (562) 220-2138
Project Name: Paramount Dial-A-Ride, Elderly Nutrition Program, and Medical Taxi
Contract Amount: \$ 100,000 per year **Completion Date:** Contract is in place unless terminated by either party
Type of Work: Fiesta Taxi provides transportation to and from designated medical clinics and intra-city trips for the residents of the City of Paramount. We also provide trips to and from the senior center. This program uses the MJM QR code card system.

Agency Name: Palos Verdes Transit Authority **Department:** Transit
Address: 38 Crest Road West **City:** Rolling Hills **Zip:** 90274
Contact Name: Martin Gombert, Administrator **Phone Number:** 626-487-8230
Project Name: Palos Verdes Dial-A-Ride
Contract Amount: \$170,000 per year **Completion Date:** Currently working on the contract.
Type of Work: Fiesta's sister fleets provide the Dial-A-Ride service to this city using the MJM QR Code card system.

More references available upon request.

Attachment B

CITY OF MONTEBELLO
RFP NO. 19-42

RECEIPT OF ADDENDA FORM

The PROPOSER acknowledges the receipt and incorporation of the following addenda into the Request for Proposal.

PROPOSER NAME: Fiesta Taxi Cooperative, Inc.

BUSINESS ADDRESS: 2129 W. Rosecrans Avenue, Gardena, CA 90249

Addenda #	Issue Date	Receipt Date
<u>No.1</u>	<u>11/19/19</u>	<u>12/18/2019</u>
<u>No.2</u>	<u>12/18/2019</u>	<u>12/18/2019</u>
<u>No.3</u>	<u>12/17/2019</u>	<u>12/18/2019</u>

**Signature of Authorized
Representative:** _____



Printed Name: Marco A. Soto

Title: Vice President and Director of Operations

City of Montebello

Department of Transportation

ADMINISTRATION DIVISION

PHONE (323) 558-1625

RIDEMBL.COM

To: Prospective Responders/Bidders

From: Eric Yan
Transit Grants and Projects Administrator

Date: November 19, 2019

Subject: Addendum No.1 RFR 19-42 Dial-A-Taxi Program

Pre-Bid Meeting Dial-in Information:

Join Zoom Meeting

<https://zoom.us/j/689020508>

Meeting ID: 689 020 508

One tap mobile

+16699006833,,689020508# US (San Jose)

+16465588656,,689020508# US (New York)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 646 558 8656 US (New York)

Meeting ID: 689 020 508

Find your local number: <https://zoom.us/j/abtgAMFVvH>

I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM #1 AND I ACCEPT THE
AFOREMENTIONED CONDITIONS.

DATE: 12/18/19

COMPANY: Flyte Taxi Cooperative, Inc.

SIGNATURE: [Signature]

TITLE: Vice President & Director of Operations

City of Montebello

Department of Transportation
ADMINISTRATION DIVISION
PHONE (323) 558-1625
RIDEMBL.COM

To: Prospective Responders/Bidders
From: Eric Yan
Transit Grants and Projects Administrator
Date: December 12, 2019
Subject: Addendum No.2 RFP 19-42 Dial-A-Taxi Program

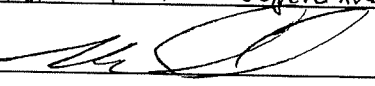
Response to written questions due date is extended to Tuesday, December 17, 2019 at 12:00 p.m.

Bidder's Certificate: (This Certificate must be signed and returned together with the Bid Proposal, otherwise the submitted bid shall be considered incomplete.)

I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM No.2 AND I ACCEPT THE AFOREMENTIONED CONDITIONS.

DATE: 12/18/19

COMPANY: Fiesta Taxi Cooperative, Inc.

SIGNATURE: 

TITLE: Vice President & Director of Operations

City of Montebello

Department of Transportation

ADMINISTRATION DIVISION

PHONE (323) 558-1625

RIDEMBL.COM

To: Prospective Responders/Bidders

From: Eric Yan
Transit Grants and Projects Administrator

Date: December 17, 2019

Subject: Addendum No.3 RFP 19-42 Dial-A-Taxi Services

Response to written questions

Can Montebello share an annual and total budget for this service?

FY19-20 Dial-A-Taxi Service budget is \$479,000.00

Is the City interested in responses that propose an app-based model? Under such a model, customers would request rides in real-time using a mobile application. Such a model would additionally support over the phone reservations.

City welcomes new ideas and please submits your proposal for review.

Is the City interested in responses that propose to use a single, dedicated fleet for the delivery of Dial-a-Taxi service? If so, will the City accept pricing on a vehicle revenue hour basis, rather than a mileage basis?

City welcomes new ideas and please submits your proposal for review.

Is the City open to using non-employee drivers where legal and appropriate? These drivers, for example, could be 1099 contractors that drive a designated fleet of branded vehicles, held exclusively for use by the City. Using contractor drivers allows for more flexibility in the labor model and a consequent scale up and down of vehicles to match demand throughout the day. This operating efficiency generally reduces deadhead hours and vehicles required, reducing the cost to the City.

Yes, City will consider this option.

Page 9. Will the City consider doing away with the requirement the Faithful Performance Bond? We get paid for services rendered 60-90 days after we bill the city. It is uncommon to have this in place, or the Labor and Materials Payment Bond for our services.

It is the best interest of the City to enforce the Performance Bond requirement for this RFP.

Page 12. The Professional Liability insurance has not been required in the past and is not applicable to our service.

City will waive the Professional Liability insurance requirement for this RFP.

Page 12. I just made the comments about the typo with the auto liability limits in the draft agreement. The limits are what are listed on page 12.

Article XI Insurance under Draft contract in page 38 of RFP 19-42 is only a sample document which will be modified at final copy; 3.14 Insurance in page 12 listed minimum scope of insurance that contractor should go along.

Bidder's Certificate: (This Certificate must be signed and returned together with the Bid Proposal, otherwise the submitted bid shall be considered incomplete.)

I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM No.3 AND I ACCEPT THE AFOREMENTIONED CONDITIONS.

DATE: 12/18/19

COMPANY: Fiesta Taxi Cooperative, Inc.

SIGNATURE: 

TITLE: Vice President & Director of Operations

Attachment C

City of Montebello
RFP NO. 19-42

PROPOSERS INFORMATION, QUALIFICATIONS CERTIFICATION

PROPOSER NAME: Fiesta Taxi Cooperative, Inc.

Business Address: 2129 West Rosecrans Avenue, Gardena, CA 90249

Phone: 310-715-1968 Fax: 310-327-1703

Name of Project Manager: Marco A. Soto

Business License No.: 16097

Original Date Issued: 2/28/19 Expiration Date: 12/31/19

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:

Fiesta Taxi Cooperative, Inc.
Board of Directors

Antonio Sanchez	2129 W. Rosecrans Avenue, Gardena CA 90249	310-715-1968
Cesar Maldonado	2129 W. Rosecrans Avenue, Gardena CA 90249	310-715-1968
Julio Alvarado	2129 W. Rosecrans Avenue, Gardena CA 90249	310-715-1968
Jessica Hernandez	2129 W. Rosecrans Avenue, Gardena CA 90249	310-715-1968
Martin Longoria	2129 W. Rosecrans Avenue, Gardena CA 90249	310-715-1968
Carlos Cordova	2129 W. Rosecrans Avenue, Gardena CA 90249	310-715-1968
Roel Mazariegos	2129 W. Rosecrans Avenue, Gardena CA 90249	310-715-1968

JOSE LUIS SAN MARTIN	2129 W. Rosecrans Avenue, Gardena CA 90249	310-715-1968
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Jose Hernandez	2129 W. Rosecrans Avenue, Gardena CA 90249	310-715-1968
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Indicate Date and Location of Incorporation: February 8, 1996 in the State of California

How many years have you been engaged in the contracting business under your present firm or trade name? 23 years

The date any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

Date: N/A Principal Name: N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

Fiesta Taxi Cooperative, Inc.

Has your present organization ever failed to complete any work awarded to it?
No.

Has your present organization ever defaulted on a contract?
No.

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.

Alicia Garcia
Relationship Manager
Wells Fargo Bank
111 West Ocean Blvd., Suite 530
Long Beach, CA 90802
Office: 323-394-7238
Email: alicia.garcia@wellsfargo.com

Credit Available \$ 75,000 for Administrative Services Cooperative, Inc. (Fiesta's parent company)

Will you fill out a detailed financial statement and furnish any other information that may be required by the state of California? Yes.

Employer Identification Number (Treasurer's Number): 95-4568854

CERTIFICATION

In WITNESS WHEREOF, BIDDER certifies that the foregoing is true and correct; and executes and this bid this 18th day of December, 2019.

PROPOSER: Fiesta Taxi Cooperative, Inc.

Signature of Authorized Representative: 

Printed Name: Marco A. Soto

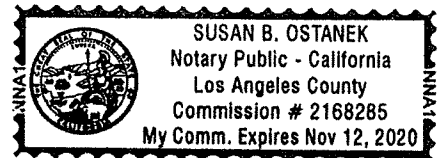
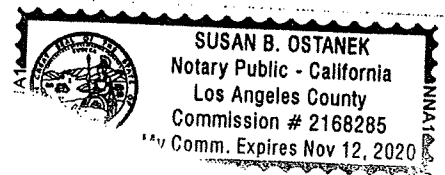
Title: Vice President of Marketing and Public Affairs

Subscribed and sworn to before me
this 18 day of Decemeber, 2019

Signed Susan B. Ostanek

Title NOTARY PUBLIC

My commission expires NOV. 12, 2020



Attachment D

City of Montebello
RFP NO. 19-42

Bidders List of Participating Firms

Bidder/Proposer shall submit with bid/proposal the following information for all participating firms:

Company Name:	<u>Fiesta Taxi Cooperative, Inc.</u>	Age of Firm:	<u>23 years</u>
Address:	<u>2129 W. Rosecrans Avenue</u> <u>Gardena, CA 90249</u>	Annual Gross Receipts:	<u>\$2,689,409</u> *based on 2018 audited financials
Phone:	<u>310-715-1968</u>	DBE Certified:	<u>No</u>
		Date Certified:	<u>N/A</u>
Dollar Amount of Contract:	<u>\$1,437,000 (3 years)</u>	By (Agency)	<u>City of Montebello</u>
Describe Work: <u>Fiesta Taxi is proposing to service the Dial-A-Taxi program for the City of Montebello.</u>			

Subcontractor Information

Company Name:	Age of Firm:
Address:	Annual Gross Receipts:
Phone:	DBE Certified:
	Date Certified:
Dollar Amount of Contract:	By (Agency)
Describe Work:	
Company Name:	Age of Firm:
Address:	Annual Gross Receipts:
Phone:	DBE Certified:
	Date Certified:
Dollar Amount of Contract:	By (Agency)
Describe Work:	

(Copy for additional Sub-contractors as needed)
PROPOSERS INFORMATION, QUALIFICATIONS CERTIFICATION

Attachment E

City of Montebello
RFP NO. 19-42

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:

Fiesta Taxi Cooperative, Inc. does not appear on the U.S. Comptroller General's list of debarred firms.

Fiesta Taxi Cooperative, Inc.

BIDDER'S NAME



SIGNATURE OF
CONTRACTOR'S/CONSULTANT'S
AUTHORIZED REPRESENTATIVE

12/23/19

DATE OF SIGNATURE

Attachment F

City of Montebello
RFP NO. 19-42

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:

Not applicable. Fiesta Taxi will not be using any sub-contractors for this project.

_____ does not appear on the U.S. Comptroller General's list of debarred firms.

BIDDER'S NAME



SIGNATURE OF
CONTRACTOR'S/CONSULTANT'S
AUTHORIZED REPRESENTATIVE

12/23/19

DATE OF SIGNATURE

Attachment G

City of Montebello
RFP NO. 19-42

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of California

County of Los Angeles

Marco Andres Soto, being first duly sworn, deposes and says that:

(1) He is Vice President of Marketing and Public Affairs of Fiesta Taxi Cooperative, Inc., the Proposer that has submitted the attached Proposal;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

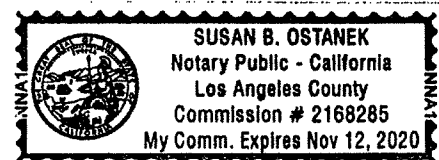
(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal 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 Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature [Signature]
Title: Vice President of Marketing and Public Affairs

Subscribed and sworn to before me
this 18th day of December, 2019

Signed Susan B. Ostanek
Title NOTARY PUBLIC
My commission expires NOV-12-2020



Attachment H

City of Montebello
RFP NO. 19-42

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached Proposal;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer 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 Proposer, firm or person to submit a collusive or sham Proposal 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 Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature _____

Title: _____

Subscribed and sworn to before me
this ____th day of _____, ____

Signed _____

Title _____

My commission expires _____

***This page was intentional left blank. Fiesta Taxi is not submitting a bid with a Sub-Contractor**

Attachment I

City of Montebello
RFP NO. 19-42

CERTIFICATION OF DRUG-FREE WORKPLACE
(Prime)

I Marco A. Soto, hereby certify on behalf of Fiesta Taxi Cooperative, Inc. that:

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 workplace 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, Marco A. Soto, 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 16th day of December, 2019

By


Signature

Vice President and Director of Operations

Attachment J

City of Montebello
RFP NO.19-42

DRUG AND ALCOHOL TESTING POLICY
LA YELLOW CAB COOPERATIVE INC.
Adopted January 28, 2013 Revised October 1, 2019

A. PURPOSE

LA Yellow Cab Cooperative, Inc., (LA Yellow Cab) provides public transit and paratransit services for its customers. Part o our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects or drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping this mission, LA Yellow Cab declares that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees and independent contractors.

Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportatio8n has published 49 CFR part 655, as amended, that mandate urine drug testing and breath alcohol testing for employees in safety-sensitive positions, and prohibit performance of safety-sensitive functions when there is a positive test result or test refusal. The U.S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

Any provisions set forth in this policy that are included under the sole authority of LA Yellow Cab and are not provided under the authority of the above named Federal regulations are underlined. The text entered in italics are those required by the Drug Free Workplace Act of 1988

B. APPICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing any transit- related business. LA Yellow Cab employees that do not perform safety-sensitive functions are also covered under this policy under the sole authority of LA Yellow Cab. A safety sensitive function is any duty related to the safe operation of public and paratransit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in the revenue service, dispatching or

controlling the movement of revenue service vehicle. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of the safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are the only safety sensitive if they perform or may be called on to perform one of the above functions.

C. DEFINITIONS

Accident means an occurrence associated with the operation of a vehicle if as a result—

- (1) An individual dies;
- (2) An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- (3) One or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, disabling damage means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors, or windshield wipers that makes them inoperative.

Adulterated specimen. A specimen that that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.

Canceled Test is a drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which Part 40 requires to be cancelled. A canceled test is neither positive nor negative.

Covered Employee means and employee who performs a safety-sensitive function including an applicant or transferee whom will be hired to

perform a safety-sensitive function (See Attachment A for a list of covered employees).

Dilute specimen. A specimen with creatinine and specific gravity values that are lower than expected for human urine.

Invalid drug test result. The result reported by an HHS-certified laboratory in accordance with the criteria established by HHS Mandatory Guidelines when a positive, negative, adulterated or substituted result cannot be established for a specific drug or specimen validity test.

Medical Review Officer (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative test result is absence of the illegal drugs or their metabolites at or above the cutoff concentrations specified in Part 40, as amended. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative drug test result is a test result found to be adulterated; substituted, positive for drug/drug metabolites, and/or invalid. Non-negative results are considered a positive test, a refusal to test, or invalid, if MRO cannot determine legitimate medical explanation.

Non-negative specimen. A urine specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), and/or invalid.

Performing (a safety-sensitive function) means a covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive test result for a drug test means a verified presence of the identified drug or its metabolite at or above the minimum levels specified in 49 CFR Part 40, as amended. A positive alcohol test result means a confirmed alcohol concentration of 0.02 blood alcohol level or greater.

Prohibited drug means marijuana, cocaine, opioids, amphetamines, or phencyclidine.

Revenue Service Vehicles included all LA Yellow Cab vehicles that are used for public transportation or paratransit service.

Safety-sensitive functions include (a) the operation of a LA Yellow Cab revenue service vehicle even when the vehicle is not in revenue service; (b) maintaining a revenue service vehicle or equipment used in revenue service; (c) dispatching or controlling movement of revenue vehicles.

Substance Abuse Professional (SAP) means a licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse or the National Board of Certified Counselors); or state licensed or a certified marriage and family therapist, with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen. A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

Test Refusal The following are considered a refusal to test if the employee:

- Fails to appear for any test (except pre employment tests for new hires) within a reasonable time, as determined by the employer, after being directed to do so by the employer.
- Fails to remain at the testing site until the testing process is complete; (Except in pre-employment situations where leaving before the test begins is not considered a refusal)
- Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations;
- In case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provisions of a specimen
- Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Fails or declines to take a second test the employer or collection site has directed you to take.
- Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
- Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
- If the MRO reports that there is verified adulterated or substituted test result.

- Failure or refusal to sign Step 2 of the alcohol testing form.
- Leaving the scene of the accident without just cause prior to the administration of the drug and alcohol tests, if required.
- For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the individual is wearing any type of prosthetic or similar device that could be used to interfere with the collection process.
- Possession or wearing of a prosthetic or other device that could be used to interfere with the collection process.
- Admitting adulteration or substitution of the specimen to the collector or MRO.

A refusal to test carries the same consequences as a positive test result and is considered a violation of this policy.

Verified negative test means a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (DHHS).

Verified positive test means a drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted or invalid.

D. EDUCATION AND TRAINING

Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40. In addition, all covered employees will undergo a minimum of 60 minutes of training in the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

Information on the signs, symptoms, health effects, and consequences of alcohol misuse is presented in Attachment B of this policy.

E. PROHIBITED SUBSTANCES

Prohibited substances addressed by this policy include the following.

(1) Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as an drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be presented in the body above the minimum thresholds is a violation of this policy.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all covered employees be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

(2) Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgement may be adversely affected must be reported to a SBYC supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

(3) Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substance such that alcohol is present in the body while performing safety-sensitive job functions is prohibited.

An alcohol test can be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive functions. Under LA Yellow Cab's authority, an alcohol test can be performed anytime a covered employee is on duty. All test conducted under LA Yellow Cab authority will be performed on Federal testing forms.

F. PROHIBITED CONDUCT

- (1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in 49 CFR PART 40, as amended.
- (2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities.
- (3) LA Yellow Cab shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol or has used alcohol within the last four hours.
- (4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.
- (5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test whichever occurs first.
- (6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- (7) LA Yellow Cab, under its own authority also prohibits the consumption of alcohol during lunch periods, rest breaks, split shift breaks, or anytime the employee is in uniform
- (8) *Consistent with the Drug-free Workplace Act of 1988, all LA Yellow Cab employees are prohibited from engaging in the unlawful manufacture, distributions, dispensation, possession, or use of prohibited substances in the work place including LA Yellow Cab premises, LA Yellow Cab vehicles, while in uniform or while on LBYC business.*

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1988, all employees are required to notify LA Yellow Cab management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

H. TESTING REQUIREMENTS

Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49CFR Part 40 as amended. All covered

employees shall be subject to testing prior to employment, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, N, O, and P of this policy.

A drug test can be performed any time a covered employee is on duty. An alcohol test can be performed just before, during, or just after the performance of a safety-sensitive job function. Under LA Yellow Cab authority, an alcohol test can be performed any time a covered employee is on duty.

All covered employees will be subject to urine drug testing and breath alcohol testing administered in accordance with part 655 as a condition of ongoing employment with LA Yellow Cab. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy. Any covered employee who is suspected of falsifying test results through tampering, contaminating, adulteration, or substitution will be required to undergo an observed collection. Verification of the above listed actions will be considered a test refusal and will result in the employee's removal from duty and discipline as defined in Section Q of this policy.

I. DRUG TESTING PROCEDURES

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (DHHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee privacy, the integrity of the drug testing procedure and the validity of the test result.

The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using a valid picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a Federal Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a DHHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory test will be performed in accordance with Part 40 procedures.

The laboratory also will conduct an analysis to determine if the urine specimen has been adulterated, tampered with, or diluted. If the MRO reports a negative-dilute test results, the employee will be required to take a

second test with no advance notice. Depending on the level of creatinine detected, the MRO may order the second collection to be conducted under direct observation. Should this second test result in a negative-dilute, the test will be considered a negative. This will be the test result of record and no additional testing will be required unless directed to do so by the MRO.

The test result from the DHHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer substance abuse disorders and drug testing. The MRO will review the test result to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substituted, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory results. If no legitimate medical explanation is found, the test will be verified positive or refusal to test of cancelled because it was invalid and reported to LA Yellow Cab's Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM and no further action will be take. If the test is invalid without a medical explanation, a retest will be conducted under direct observation

Any covered employee who questions the result of a required drug test under paragraphs K through P of this policy may request that the split sample be tested. Effective August 25, 2008, no split specimen testing is authorized for an invalid test result. The split sample test must be conducted at a second DHHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in the 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. LA Yellow Cab will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however LA Yellow Cab will seek reimbursement for the split sample test from the employee.

If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, the laboratory must conduct validity tests to determine the reason for being unable to reconfirm the drug(s) metabolites(s). In addition, the laboratory may send the specimen or an aliquot of it for testing at another HHS-certified laboratory that has the capability to conduct another reconfirmation test. If the split specimen was

not available for testing or there was no split laboratory available to test the specimen, the MRO will declare the original test cancelled and direct LA Yellow Cab to retest the employee under direct observation.

The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary is positive, the split will be retained for testing if so requested by the employee through the Medical Review Officer. If the primary specimen is positive, it will be retained in frozen storage for a minimum of one year and the split specimen will also be retained for as long as necessary.

Observed collections

Consistent with 49 CFR part 40 collection under direct observation (by a person of the same gender) with no advance notice will occur if:

- (1) The laboratory reports to the MRO that a specimen is invalid and the MRO reports to LA Yellow Cab that there was not an adequate medical explanation for the result; or
- (2) The MRO reports to LA Yellow Cab that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed due to unavailability; or
- (3) The MRO reports that the initial test result was negative-dilute with creatinine level between 2 – 5 mg/dl; or
- (4) If the drug test is a return-to-duty or follow-up.
- (5) The collector also must immediately conduct a collection under direct observation if:
 - a. The collector observes materials brought to the collection site or employee's conduct clearly indicates an attempt to tamper with a specimen; or
 - b. The specimen temperature was out of range; or
 - c. The original specimen appeared to have been tampered with.

J. ALCOHOL TESTING PROCEDURES

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)- approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BTA). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted at least

fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BTA. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to correct the employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

An employee who has confirmed alcohol concentration of 0.02 or greater will be considered to have a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

LA Yellow Cab affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test result is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.

K. PRE-EMPLOYMENT TESTING

All applicants for covered LA Yellow Cab positions shall undergo urine drug testing prior to hire or transfer into a covered position that requires the performance of a safety-sensitive function.

- (1) All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant shall not be hired into a covered position unless the applicant takes a drug test with verified negative results.
- (2) A non-covered employee shall not be placed, transferred or promoted into a covered position until the employee takes a drug test with verified negative results.
- (3) If an applicant fails a pre-employment drug test, the conditional offer of the employee shall be rescinded.
- (4) When an employee being placed, transferred, or promoted from a non-covered position to a covered position submits a drug test with a verified positive result the employee shall be subjected to disciplinary action in accordance with Section Q herein.
- (5) If a pre-employment/pre-transfer test is canceled, LA Yellow Cab will require the applicant to take and pass another pre-employment drug test.
- (6) Instances where a covered employee is on extended leave for a period of 90 consecutive calendar days (for any reason) and the

employee is out of the random pool during this period, the employee will be required to take a drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

- (7) An applicant with a negative dilute test result will be required to retest.
- (8) Applicants are required to report the name and contact information for all DOT covered employers for the previous two years. The applicant is required to provide a consent statement permitting the previous DOT covered employers to release drug and alcohol test results to the Company.

L. REASONABLE SUSPICION TESTING

All LA Yellow Cab covered employees will be subject to a reasonable suspicion drug and/or alcohol test when there are reasons to believe that drug or alcohol use is impacting job performance and safety. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under LA Yellow Cab's authority, a reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty. If an alcohol test is not administered within two hours following the determination to conduct a reasonable suspicion test, the supervisor shall prepare and maintain on file a record stating the reason the alcohol test was not promptly administered. If an alcohol test is not administered within eight hours following the determination to test, cease attempts to administer an alcohol test and update the record with the reason for not administering the test.

LA Yellow Cab shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending test results. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.

A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation prior to the release of the test results.

This written record shall be submitted to LA Yellow Cab management and shall be attached to the forms reporting the test results.

M. POST-ACCIDENT TESTING

All covered employees will be required to undergo urine and breath testing if they are involved in an accident while driving a transit revenue service vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance cannot be completely discounted as a contributing factor to the accident.

In addition, a post-accident test will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility, or one or more vehicles incurs disabling damage, unless the operator's performance can be completely discounted as a contributing factor to the accident.

- (1) As soon as practicable following an accident, as defined in the policy, the accident investigator will notify the driver operating the LA Yellow Cab vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. After non-fatal accidents, the driver will be tested only if his/her performance cannot be completely discounted as a contributing factor. The supervisor will make the determination using the best information available at the time of the decision. And the decision to test or not to test shall be fully and clearly documented.
- (2) The appropriate LA Yellow Cab supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours from the time of the accident for alcohol, and within 32 hours for drugs. If an alcohol test is not performed within two (2) hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within eight (8) hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
- (3) Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.
- (4) An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

- (5) Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- (6) In the rare event that LA Yellow Cab is unable to perform an FTA drug and alcohol test (i.e. employee is unconscious, employee is detained by law enforcement agency), LA Yellow Cab may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

All covered safety sensitive employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.

- (1) The dates for administering unannounced testing of randomly selected employees shall be spreads reasonably throughout the calendar year.
- (2) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations.
- (3) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection of the individuals who are to be tested.
- (4) Covered LA Yellow Cab employees that fall under the Federal Transit Administration regulations will be included in one random pool.
- (5) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety-sensitive duty. However, under LA Yellow Cab's authority, a random alcohol test may be performed any time the covered

employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.

- (6) Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN TO DUTY TESTING

In the event that an employee who previously violated the policy is allowed to return to work for any reason, the employee shall first be required to complete the return-to-duty process. This includes evaluation by a SAP, successful completion of the rehabilitation, treatment or education program outlined by the SAP, and obtaining a verified negative return-to-duty drug test and/or alcohol test under 0.02 BAC."

P. FOLLOW-UP TESTING

In addition to the Return-to-Duty testing described above, the returning employee shall be subject to follow-up testing for drugs and/or alcohol, as prescribed by the SAP, for a minimum period of 12 months to a maximum of five years. As mandated by the FTA, the employee shall undergo at least six follow-up tests during the first 12 months of his or her return to work. Although they are both unannounced, follow-up testing is apart and separate from random testing. The duration and frequency of follow-up testing will be designed by the SAP, but the actual testing dates will be decided by the employee's manager or supervisor. The employee is responsible for payment of all costs associated with follow-up testing.

Q. RESULT OF DRUG/ALCOHOL TEST

A safety sensitive employee that has a verified positive drug or alcohol test or refuses a required test will be immediately removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and referred to at least two Substance Abuse Professional's (SAP's) or a substance abuse counselor.

Referral, evaluation and treatment does not shield an employee from disciplinary action or guarantee employment or reinstatement with LA Yellow Cab. Appropriate disciplinary action will be taken for all policy violations.

A positive drug and/or alcohol test will also result in disciplinary action as specified herein.

- (1) As soon as practicable after receiving notice of a verified positive drug test result, a confirmed alcohol test result 0.02 BAC or above, or a test refusal, LA Yellow Cab's Drug and Alcohol Program Manager will contact the employee's supervisor to have the employee cease performing safety-sensitive function.

- (2) If a drug test is verified positive, the employee will be terminated. If an employee has a confirmed alcohol test of 0.02 or greater, the employee will be terminated.
The employee shall be referred to a Substance Abuse Professional or a substance abuse counselor (for an alcohol test below 0.04) for an assessment. The SAP or substance counselor will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited drug use or alcohol misuse. Note: Referral to a substance abuse counselor and any subsequent return-to-duty and follow-up tests for an alcohol test result below 0.04 shall be under LA Yellow Cab authority.
- (3) Refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination and shall result in termination;
- (4) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the work place shall result in disciplinary action up to and including termination.

R. PROPER APPLICATION OF THE POLICY

LA Yellow Cab is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in as unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates shall be subject to disciplinary action, up to and including termination.

S. INFORAMTION DISCLOSURE

Drug/alcohol records shall be maintained by LA Yellow Cab's Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

- (1) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications.
- (2) Records of a verified positive drug/alcohol test result shall be released to the LA Yellow Cab Drug and Alcohol Program Manager, Department Supervisor and Personnel Manager on a need to know basis.
- (3) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- (4) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test.
- (5) Records will be released to the National Transportation Safety Board during an accident investigation.
- (6) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- (7) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over LA Yellow Cab or the employee.
- (8) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 necessary legal steps to contest the issuance of the order will be taken.
- (9) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when request4ed by such agencies that must certify compliance with the regulation to the FTA.

SYSTEM CONTACTS

Any questions regarding this policy or any other aspects of the substance abuse policy should be directed to the following individuals(s):

LA YELLOW CAB COOPERATIVE INC..

Drug and Alcohol Program Manager:

Name: Chris Jackson
Title: Drug and Alcohol Program Manager
Address: 2129 W. Rosecrans Ave.
Gardena, CA 90249

Telephone Number: (310) 715-1968

Medical Review Officer:

Name: Dr. Marshall Zablen
Title: Medical Review Officer
Address: 6265 Sepulveda Blvd., Suite 13
Van Nuys, CA 91411

Telephone Number: (818) 779-1900

Substance Abuse Professional (SAP):

Name: Frank Mazzola, MFT, CEAP, SAP
Title: Substance Abuse Professional
Address: 12520 Magnolia Blvd., Suite 308
Valley Village, CA 91607

Telephone Number: (818) 760-1967

DHHS Certified Laboratory:

Name: Medtox Laboratories Inc.
Address: 402 West Country Road
St. Paul, MN 55112

**This policy was adopted by SBYC
Adopted January 28, 2013, Revised October 1, 2019**

Name and Title of person authorized to sign for UCC:

**Name: Marco Soto
Its: Director of Operations**

By:  _____

Date: 10/30/19

Section VI – Appendix B

Appendix B

CITY OF MONTEBELLO
RFP NO. 19-42

**CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION
PROPOSAL PRICE SHEET
DEMAND RESPONSIVE TRANSPORTATION SYSTEM
FOR SENIOR CITIZENS AND DISABLED PERSONS – RFP NO. 19-42**

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

By execution below, proposer hereby offers to furnish services and materials at the price and terms stated hereon subject to the scope of work, general provisions, instructions, and conditions, which are part of the Request for Proposal NO. 19-42

	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)
1. Flag Drop Per Trip	\$2.65	\$2.65	\$2.65	\$2.65	\$2.65
2. Cost Per Mile	\$2.45 (\$0.35 for each 1/7th mile)	\$2.45 (\$0.35 for each 1/7th mile)	\$2.45 (\$0.35 for each 1/7th mile)	\$2.45 (\$0.35 for each 1/7th mile)	\$2.45 (\$0.35 for each 1/7th mile)
3. Administrative Cost*	10% of the monthly billing	10% of the monthly billing	10% of the monthly billing	10% of the monthly billing	10% of the monthly billing
4. Other Costs (Please describe): MJM Setup Fee	\$5,000 (paid by Fiesta)				
MJM Per Transaction Cost	(\$0.50 per transaction)	(\$0.50 per transaction)	(\$0.50 per transaction)	(\$0.50 per transaction)	(\$0.50 per transaction)
Wait Time	10% of meter based on pre-priced fares	10% of meter based on pre-priced fares	10% of meter based on pre-priced fares	10% of meter based on pre-priced fares	10% of meter based on pre-priced fares
Per Trip Minimum	\$10.00 per trip minimum	\$10.00 per trip minimum	\$10.00 per trip minimum	\$10.00 per trip minimum	\$10.00 per trip minimum
Proposal Bond Cost	\$7,200	\$7,200	\$7,200		

* Our administrative overhead is billed to cover the program management, wheelchair-accessible van subsidies, and administration of the contract. Please see section on Cost Effectiveness for more information.

Business Name: Fiesta Taxi Cooperative, Inc.

Address: 2129 W. Rosecrans Avenue

City, State, Zip: Gardena, CA 90249

Phone: 323-972-9528

Fax: 310-327-1703

Rep. Name & Title: Marco Andres Soto, Vice President and Director of Operations

Signature:  **Date:** 12/23/19

Section VII – MJM Swipe Card Proposal and Audited Financial Statements



City of Montebello Dial-A-Taxi Program Using the EZTransport[®] System



**Prepared by
Creative Software Solutions, LLC**

November 11, 2019



Executive Summary

Overview

Creative Software Solutions, LLC trading as MJM Innovations ("MJM") developed the EZTransport® System to eliminate the paper-based system used by agencies to track the services for transportation programs throughout the country. MJM proposes to install the EZTransport system to help City of Montebello manage their Dial A Taxi Program. EZTransport has been used to manage millions of trips provided by paratransit programs and a variety of transportation providers since it was first installed in 2001.

The EZTransport system consists of two components: the EZTransport swipe card and the secure web application that was developed to manage the live trip data received from the vehicle's mobile data terminal (MDT). EZTransport cards are produced using a standard design and includes the agency name. The cards can be customized to include the participant name and photograph and additional graphics can be printed on the card.

The EZTransport cards are swiped at the beginning and end of each trip. Participant account number, time of trip, date of trip, GPS location of pick-up, drop-off and fare amount are some of the live trip data that is instantly sent to the secure web application.

MJM provides web-based tools for managing accounts, creating reports, auditing trips, and provider billing. The staff will no longer have to wait for program information to be submitted in weekly or monthly batches. Each trip is available for review as it occurs.

Some of the benefits of implementing the EZTransport system include:

- Electronically track and capture "live" trip information.
- Remove vouchers and coupons which minimize opportunities for program misuse.
- Reduce fare collection to a simple card swipe.
- Securely manage program information online.
- Outsourced management services (optional, at an additional cost).

The MJM Approach

MJM developed technology so managers can monitor and review services in real time. MJM integrates hardware, software and communications systems and uses swipe card technology to process transactions. MJM provides a proprietary transaction processing platform and user friendly web based interface so the agency can manage the services anytime, anywhere. MJM has worked with agencies to mold the system to meet a variety of management and reporting needs.

The program managers can access the system to get detail down to an individual participant, provider, trip or date. The information collected is available to the program managers and is at their disposal through a secure web application.



Project Results and Performance

MJM is currently integrated and working with the taxi provider delivering rides to numerous agencies close to City of Montebello including Artesia, Bell, Bell Gardens, Carson, Cudahy, Hermosa Beach, Los Angeles County, Lomita, Long Beach, Lynwood, Norwalk, Palos Verde, Paramount, Pico Rivera, and South Gate. MJM is providing the technology to ASC to perform the current Montebello contract. The system has been utilized to provide trip data since the current contract started. MJM will also recommend new solutions and approaches as the Dial A Taxi program evolves in the future.

MJM Innovations

MJM was established in 1998 to provide technology solutions and management services to a variety of customers and clients. The EZTransport System improves transaction tracking by providing a better, faster, less expensive secure system. The more efficient management of the service enhances the customer service experience as well. The principals of MJM have operated a variety of companies, including service organizations, technology, retail and manufacturing companies. They bring a wealth of talent and experience in running organizations dedicated to providing a high level of service, quality products, and technical and customer support.

MJM manages electronic processing programs including credit card, debit card and voucher programs in Maryland, Washington DC, Virginia, Texas, California, Arizona, and Florida. MJM works in and around large urban cities including Baltimore, Washington DC, Dallas, Houston, Austin and San Antonio, TX, Phoenix, and Scottsdale, AZ, and Los Angeles, CA. MJM has numerous clients in the Los Angeles metropolitan area including the Los Angeles Department of Transportation and MJM installed a transportation technology project at the Los Angeles International Airport (LAX) that streamlined taxi operations and fee collections. That project combined technology solutions, web based software, card processing, taxi meter equipment, wireless communications, text messaging to the vehicles, GPS coordinates and a host of hardware and software solutions. MJM works with multiple platforms of hardware and software, multiple providers, gateways, and transaction processing vendors. MJM is the perfect solution to compliment the transportation services for the program and provides a great value to lower costs and enhance the customer experience.



SCOPE OF SERVICES:

System License - License the use of the EZTransport System to the City of Montebello Dial A Taxi Program throughout the length of the contract.

System Installation/Setup:

- Set up Provider Accounts, Account Permissions and Security Access to the System
- Prepare the database and help with the Client Data Import
- Set up Participant Accounts, limits and program parameters
- Host/Manage Web Interface and Warehouse/Maintain Program Data
- Setup administrative and member websites
- Swipe Card and Smart Card compatible
- MJM is currently integrated with ASC and their existing Mobile Data Terminal hardware, software and communications systems. There is a seamless integration with ASC.

Card Services: - Design, print and distribute standard issue EZTransport cards; the cards are delivered to a central location for individual distribution.

EZTransport Training Program:

- Provide EZTransport manuals to the agency users prior to web training
- Web-based training for EZTransport web application for the agency users
- Follow-up web training 30 days into program if needed
- EZTransport Help Desk Support

Some of the Features Available to City of Montebello for their use:

Management:

- Control use of cards and trips with a variety of parameters including dollars and time
- Track and lock out lost and/or stolen cards
- Report modules including transactions and billing
- Fare/Trip Review; Audit trips by participant, provider or date ranges
- Management of fare collection and reporting of cash collections (available at an additional charge)

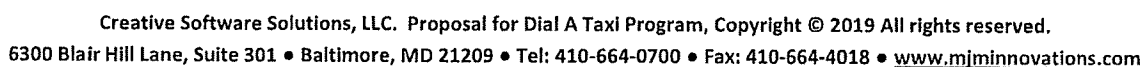
Reporting:

- Transaction Report
- Detailed Trip Report
- Low Balance Report
- Lost/Stolen Card Report

Accounting:

- Validate and adjust transactions as needed
- View and Prepare Provider Invoice

NOTE – MJM can provide outsourced management services, reporting services, fare collections, reporting of cash collections accounting support, billing and services and customer service; call for pricing of these services.





Pricing for the City of Montebello Dial A Taxi Program

Pricing	
Initial set up and card implementation. Set up accounts and permissions for the agency staff. Set up database container for participant data import and set up account editing for each participant. The estimated initial participant count is 100 participants. If the initial import is over 500 participants, additional implementation charges may apply. The initial setup period is thirty days. This is a one-time fee and is <u>WAIVED FOR AN EXISTING PROGRAM, IF NO CHANGES ARE NECESSARY.</u>	\$5,000.00
System Features include: Standard Reports, Accounting Reports and MJM Technical Support (during normal business hours 8:30- 5:00 pm EST)	
Card Printing and Distribution to a Central Location – The participants included with the initial data import will be provided with Standard EZ Transport Swipe Cards (includes unique account number; customized cards can be provided at an additional charge); Billing for cards ordered after the initial setup will be at the pricing listed herein.	
New participants cards	\$5.00 per card
Lost/Stolen/Replacement Cards	\$5.00 per card

Transaction Cost Per Month (includes Ongoing Licensing fees, Warehouse and maintain program data, Host and manage web Interface)	0 - 25,000 trips	\$ 0.50/trip
Minimum Transaction cost is \$5,000 per year; the trip volumes listed are annual (12 month) numbers of trips. The trip count resets each year on the anniversary of the program go live date.	25,001-100,000 trips	\$ 0.35/trip
	100,001+ Trips	\$ 0.25/trip

Additional Web Based Training for Staff; after initial staff training	\$100.00/hr
Custom Software Development available at an hourly cost	\$125.00/hr
Management/Auditing Services available at an additional cost	TBD

Notes:

1. This proposal is for a Standard EZTransport DAR System install. Custom software development is available to enhance the services; the hourly cost is listed above. Interactive Voice Recognition System (IVR) for account management like balance inquiries and activations (available at an additional charge). Ecommerce is available for account reloads (available at an additional charge).
2. Payment terms are as follows: Payment for Setup and Card Implementation are due upon receipt of the cards to the agency staff for use with the system. Ongoing transaction fees, new participant cards and replacement cards will be billed at the end of the month and are due upon receipt. All pricing is subject to sales tax or sales tax exempt certificate or documentation.
3. Standard new or replacement card processing will be completed within two weeks of receipt of request to print. Cards will be sent by standard mail to a central location. Upgraded shipping and freight options are available upon request and will be billed with the card invoices as incurred.
4. MJM will provide a Statement of Work (SOW) prior to beginning the implementation of the service. The SOW will outline the estimated time table and outline to implement services. MJM requires approximately sixty days to complete setup, configuration and training of the EZTransport System.
5. The proposal does not include management services, auditing services or custom reporting. Additional optional management and or auditing services can be provided upon request. Custom reports are available upon request and will be scoped out prior to implementation for cost. Custom projects and development are available at the hourly rate stated above. Custom projects and development will generate a Statement of Work with an estimated time line and pricing proposal prior to implementation. Custom software development, management services and auditing services will be priced on an hourly basis, billed monthly and are due upon receipt.
6. This proposal is valid for 90 days from 4/26/19.

FIESTA TAXI COOPERATIVE, INC.

FINANCIAL STATEMENTS
AS OF AND FOR THE YEARS ENDED
DECEMBER 31, 2018 AND 2017

CONFIDENTIAL

FIESTA TAXI COOPERATIVE, INC.
FINANCIAL STATEMENTS

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Rossi LLP rossillp.com
Certified Public Accountants
Consultants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Fiesta Taxi Cooperative, Inc.
Gardena, California

Report on the Financial Statements

We have audited the accompanying financial statements of Fiesta Taxi Cooperative, Inc., which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of operations, members' equity and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Fiesta Taxi Cooperative, Inc. as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Rossi LLP

Long Beach, California
July 2, 2019

FIESTA TAXI COOPERATIVE, INC.
BALANCE SHEETS

<i>As of December 31,</i>	2018	2017
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 8,364	\$ 12,258
Accounts receivable, related parties	243,342	139,943
Accounts receivable, drivers	-	282
Prepaid expenses and other current assets	7,484	28,292
Total current assets	259,190	180,775
Property and equipment , net of accumulated depreciation of \$723 and \$19,480 at December 31, 2018 and 2017, respectively	42,659	58,440
Other assets:		
Intangibles and other assets	31,200	24,495
Deferred tax asset	15,000	9,800
Total other assets	46,200	24,495
Total assets	\$ 348,049	\$ 273,510
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities:		
Accounts payable and accrued expenses	\$ 1,222	\$ 13,246
Accounts payable, related parties	51,637	3,371
Accounts payable, drivers	29,244	23,493
Drivers' security deposits	35,094	32,140
Income taxes payable	13,800	3,500
Total current liabilities	130,997	75,750
Commitments and contingencies		
Members' equity:		
Membership shares, no par value, 400 shares authorized; 126 shares issued and outstanding at December 31, 2018 and 2017	202,317	151,200
Retained earnings	14,735	46,560
Total members' equity	217,052	197,760
Total liabilities and members' equity	\$ 348,049	\$ 273,510

The accompanying notes are an integral part of these financial statements

FIESTA TAXI COOPERATIVE, INC.
STATEMENTS OF OPERATIONS

<i>For the years ended December 31,</i>	2018	2017
Revenue:		
Membership dues	\$ 1,112,439	\$ 1,075,469
Insurance income	847,335	896,279
Surcharge and other income	729,627	687,486
Total revenue	2,689,401	2,659,234
Expenses:		
Insurance expense	822,585	897,684
Membership dues - ASC	660,625	598,290
Call center costs and dispatch	415,415	434,717
Operating expenses	370,485	297,764
Advertising and marketing	106,967	107,121
Management fees	92,509	98,920
Donations	55,831	40,908
Loss on disposal of fixed assets	44,155	-
Business licenses and taxes	36,316	51,968
Bank charges and credit card processing fees	35,722	43,280
Professional fees	25,683	19,837
Royalties	18,603	47,899
Depreciation and amortization	15,008	15,584
Telephone	6,697	10,075
Electronics fees		32,299
Total expenses	2,706,601	2,696,346
Income (loss) before provision (benefit) for income taxes	(17,200)	(37,112)
Provision (benefit) for income taxes	14,625	(2,146)
Net income (loss)	\$ (31,825)	\$ (34,966)

The accompanying notes are an integral part of these financial statements

FIESTA TAXI COOPERATIVE, INC.
STATEMENT OF MEMBERS' EQUITY

For the years ended December 31, 2018 and 2017

	Membership Shares	Amount	Retained earnings	Total
Balance at December 31, 2016	126	\$ 151,200	81,526	\$ 232,726
Net (loss) for the year ended December 31, 2017	-	-	(34,966)	(34,966)
Balance at December 31, 2017	126	151,200	46,560	197,760
Capital contributions by members (Note 6)	-	51,117	-	51,117
Net (loss) for the year ended December 31, 2018	-	-	(31,825)	(31,825)
Balance at December 31, 2018	126	\$ 202,317	\$ 14,735	\$ 217,052

The accompanying notes are an integral part of these financial statements

FIESTA TAXI COOPERATIVE, INC.
STATEMENTS OF CASH FLOWS

<i>For the years ended December 31,</i>	2018	2017
Cash flows from operating activities:		
Net income (loss)	\$ (31,825)	\$ (34,966)
Adjustments to reconcile net income (loss) to net cash (used in) operating activities		
Depreciation expense	15,008	15,584
Deferred income taxes	(5,200)	(9,800)
Loss on disposal of fixed assets	44,155	-
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable from related parties	(103,399)	136,422
Decrease (increase) in accounts receivable, drivers	282	(282)
Decrease (increase) in prepaid expenses	20,808	(7,465)
(Increase) decrease in intangible and other assets	(6,705)	5,472
(Decrease) in accounts payable and accrued expenses	(12,024)	(51,763)
Increase (decrease) in accounts payable, related parties	48,266	(71,342)
Increase in accounts payable, drivers	5,751	6,542
Increase (decrease) in drivers' security deposits	2,954	(16,930)
Increase in income taxes payable	10,300	3,500
Net cash (used in) operating activities	(11,629)	(25,028)
Cash flows from investing activities:		
Purchase of property and equipment	(43,382)	-
Net cash (used in) investing activities	(43,382)	-
Cash flows from financing activities:		
Capital contributions by members	51,117	-
Net cash provided by financing activities	51,117	-
Net change in cash and cash equivalents	(3,894)	(25,028)
Cash and cash equivalents, beginning of year	12,258	37,286
Cash and cash equivalents, end of year	\$ 8,364	\$ 12,258
Supplemental disclosures:		
Cash paid for:		
Income taxes	\$ 11,925	\$ 4,154

The accompanying notes are an integral part of these financial statements

For the years ended December 31, 2018 and 2017

NOTE 1

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization:

Fiesta Taxi Cooperative, Inc. (the "Company"), is a California consumer cooperative whose members are taxicab operators. Commencing operations in 1996, the Company has various franchise and licensing agreements with cities located in and around Southeast Los Angeles County and Orange County, California, which allow it to provide taxi services within those cities.

The Company is a member of Administrative Services Cooperative, Inc. ("ASC"), which is also a California consumer cooperative comprised of four other taxi fleet cooperatives. ASC provides management, dispatch, marketing, cashiering, billing, collection, risk management services, and office facilities for its members. The other members of ASC are L.A. Taxi Cooperative, Inc., South Bay Cooperative, Inc. dba United Checker Cab, Long Beach Yellow Cab Cooperative, Inc., and Yellow Cab of South Bay Cooperative, Inc. (collectively the "Fleet Co-ops").

Subsequent events:

In preparing these financial statements, management evaluated the period from December 31, 2018 through June 2, 2019, the date the financial statements were available to be issued, for material subsequent events requiring recognition or disclosure in the accompanying financial statements.

Use of estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Company's financial statements include amounts that are based on management's best estimates and judgments. Actual results could differ from these estimates and assumptions, and such differences may be material to the financial statements.

Revenue recognition:

Revenues consist primarily of weekly dues and charges to the owner-members for common services of membership, including insurance coverage, merchant credit card services, call and dispatch services, marketing, administrative services, human resources and certain surcharges and fees. Revenue is recognized when the services are performed or when charges are assessed, assuming collectability is reasonably assured.

Concentrations:

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts to date.

The Company's business operations are geographically concentrated in Southeast Los Angeles County and Orange County, California and are dependent upon the renewal of license agreements with various cities within that region.

For the years ended December 31, 2018 and 2017

NOTE 1 – CONTINUED

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Fair value of financial instruments:

The carrying value of the Company's financial instruments, including cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses approximate their fair values because of the short-term maturity of these instruments and the relative stability of interest rates.

Cash and cash equivalents:

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments and money market accounts with a maturity of 90-days or less to be cash equivalents. All credit card transactions that settle in less than seven days are classified as cash and cash equivalents.

Property and equipment:

Property and equipment are recorded at cost. Assets acquired under capital lease obligations are recorded at the fair market value of the equipment under lease.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized over the lesser of their estimated useful lives or the remaining available lease terms. Property and equipment financed under capital leases are amortized over their economic useful lives.

Expenditures that materially increase property lives are capitalized. The cost of maintenance and repairs is charged to expense as incurred. When depreciable property is retired or otherwise disposed of, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is reflected in income.

Intangibles:

Goodwill and intangible assets deemed to have indefinite lives are not amortized. Goodwill and indefinite-lived intangible assets are subject to annual impairment testing using the guidance and criteria described in Financial Accounting Standards Board Accounting Standards Codification ("FASB ASC") 350 *Intangibles- Goodwill and Other*.

In January 2014, FASB issued Accounting Standards Update No. 2014-02 ("2014-02" or the "Update"), *Intangibles- Goodwill and Other (Topic 350)*. The amendment in the Update allows an accounting alternative for the subsequent measurement of goodwill. An entity within the scope of the amendment that elects the accounting alternative in this Update would amortize goodwill on a straight-line basis over 10 years, or less if the entity demonstrates that another useful life is more appropriate.

Management determined that it would continue to test existing goodwill for impairment on an annual basis and not adopt the application of 2014-02. The annual impairment testing compares carrying values of intangible assets to fair values and, when appropriate, the carrying value of these assets are reduced to fair value, if the Company determines that the carrying amount of an intangible asset is not recoverable and its carrying amount exceeds its fair value. The Company determined that no impairment of its intangible assets existed as of December 31, 2018 and 2017.

Income taxes:

The Company follows the provisions of FASB ASC 740 whereby the income tax provision is computed using the asset and liability method. Deferred income tax assets and liabilities are recognized for temporary differences between the financial reporting and tax basis of the Company's assets and liabilities by applying enacted statutory tax rates, applicable to future years.

For the years ended December 31, 2018 and 2017

NOTE 1 – CONTINUED

**SUMMARY OF SIGNIFICANT ACCOUNTING
POLICIES**

Income taxes – continued:

Current income tax exposure is identified and temporary differences resulting from differing treatments of items for tax and financial reporting purposes are assessed. These differences result in deferred tax assets and liabilities, which are included in the Company's balance sheet. Additionally, the Company evaluates the recoverability of deferred income tax assets from future taxable income and establishes valuation allowances if recovery is not deemed more likely than not. Accordingly, the income tax provision in the statement of operations is impacted by changes in the valuation allowance. Significant management estimates and judgments are required in determining any valuation allowance recorded against net deferred tax assets. The Company accounts for uncertain tax positions by recording a liability for unrecognized tax benefits resulting from uncertain tax positions taken, or expected to be taken, in its tax returns.

New accounting standards adopted:

In May 2014, the Financial Accounting Standard Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This pronouncement was issued to remove inconsistencies and weaknesses in revenue requirements; to improve comparability of revenue recognition practices across entities, industries, jurisdictions, and capital markets; to provide more useful information to users of financial statements through improved disclosure requirements; and to simplify the preparation of financial statements by reducing the number of requirements to which an entity must consider. The ASU will affect any entity

that enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of nonfinancial assets unless those contracts are within the scope of other standards. Under the new guidance, an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. There are five steps that the entity can apply to achieve the core principle of this new guidance. ASU 2014-09 became effective for annual report periods beginning after December 15, 2017.

New accounting standards not yet adopted:

In February 2016, FASB issued ASU 2016-02, *Leases (Topic 842)*. ASU 2016-02 was issued to improve financial reporting about leasing transactions. The ASU affects all entities that lease assets such as real estate, airplanes, and manufacturing equipment. Under the new guidance, a lessee will be required to recognize assets and liabilities for leases with lease terms of more than 12 months. Consistent with Generally Accepted Accounting Principles ("GAAP"), the recognition, measurement, and presentation of expenses and cashflows arising from a lease by a lessee primarily will depend on its classifications as a finance or operating lease. However, unlike current GAAP, which requires only capital leases to be recognized on the balance sheet, the new ASU will require both type of leases to be recognized on the balance sheet. ASU 2016-02 will take effect for fiscal years beginning after December 15, 2019 with early adoption permitted. Management is currently evaluating the impact of the pending adoption of ASU 2016-02 on its financial statements.

FIESTA TAXI COOPERATIVE, INC.
NOTES TO FINANCIAL STATEMENTS

For the years ended December 31, 2018 and 2017

NOTE 2

RELATED PARTY TRANSACTIONS

Accounts receivable, related parties:

Accounts receivable from related parties consist of:

<i>December 31,</i>	2018	2017
ASC	\$ 228,737	\$ 114,447
Fleet Co-ops	4,509	15,400
Members	10,096	10,096
	\$ 243,342	\$ 139,943

Accounts payable, related parties:

Accounts payable to related parties consist of:

<i>December 31,</i>	2018	2017
Van Ness	\$ 3,308	\$ 1,871
Fleet Co-ops	48,329	1,500
	\$ 51,637	\$ 3,371

Members (owners of Company shares) of the Company are required to pay weekly dues to the Company to cover the Member's share of the Company's operating expenses in exchange for services provided by the Company, including services rendered by ASC.

Operational agreement:

The Company and ASC entered into a 5-year agreement, automatically renewable until terminated by either party with at least 18 months-notice, for management, accounting, receivable processing, cashiering, dispatch, human resourcing, sales, marketing and mobile data services. Additionally, ASC procures insurance coverage on behalf of the Company, including placement, claims, settlements and certificates. The Company is charged by ASC for these services through dues, insurance expense, and dispatch and marketing fees.

During 2018 and 2017, the Company incurred membership dues expense and insurance expense to ASC of \$1,483,210 and \$1,495,974, respectively, under the above agreements.

Administrative services agreement:

The Company, Fleet Co-ops, and ASC entered into an agreement with Van Ness Management, Inc. for administrative consulting services concerning business affairs, management and marketing calculated as a weekly fee based on the number of vehicles operated by the Company. This weekly fee is charged to management fees and remitted to Van Ness Management, Inc.

Dispatch call center services:

During the year ended December 31, 2017, ASC, with the approval of the Fleet Co-ops, decided to close its call and dispatch operations and outsource those services to CCSi, a full-service, turnkey reservation, dispatch and back office support company focused solely on the taxicab industry. CCSi is owned, in part, by a related party of ASC's General Manager. During the years ended December 31, 2018 and 2017, the Company paid CCSi approximately \$430,000 and \$415,000, respectively, for outsourced dispatch call center services.

Office facility sub-lease:

The Company, the Fleet Co-ops, and ASC entered into an agreement to lease office and operational facilities under an operating lease through May 2020. The monthly rental payments under the terms of the lease are approximately \$46,400 a month, paid by ASC. The Company's allocated share of the facility rental is included within the monthly dues paid to ASC by the Company.

FIESTA TAXI COOPERATIVE, INC.
NOTES TO FINANCIAL STATEMENTS

For the years ended December 31, 2018 and 2017

NOTE 2 – CONTINUED

RELATED PARTY TRANSACTIONS

Radio system agreement:

The Company previously leased radio sites and frequencies related to its dispatch system under non-cancelable operating leases through March 2017. During the year ended December 31, 2017, the Company incurred communications and site rental expense of \$32,299 under these operating leases.

NOTE 3

PROPERTY AND EQUIPMENT

Property and equipment consist of:

	Estimated useful lives	2018	2017
Vehicle equipment	5 years	\$ 43,382	\$ 77,920
Less: accumulated depreciation and amortization		(723)	(19,480)
		<u>\$ 42,659</u>	<u>\$ 58,440</u>

Depreciation expense for the years ended December 31, 2018 and 2017 was \$15,008 and \$15,584, respectively.

During 2018, the Company replaced its in-vehicle camera equipment resulting in a write-off of \$77,920 of equipment cost, \$19,480 of accumulated depreciation, and a loss on disposal of \$44,155. The Company acquired the replacement in-vehicle camera equipment costing \$43,382 from ASC.

NOTE 4

INCOME TAXES

Provision for income taxes:

The provision (benefit) for income taxes consists of the following:

<i>For the years ended December 31,</i>	2018	2017
Current:		
Federal	\$ 15,825	\$ 4,451
State	4,000	3,203
	<u>19,825</u>	<u>7,654</u>
Deferred:		
Federal	(4,400)	(5,600)
State	(800)	(4,200)
	<u>(5,200)</u>	<u>(9,800)</u>
Total	\$ 14,625	\$ (2,146)

Deferred income tax assets and liabilities at December 31, 2018 and 2017 reflect the net tax effect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and amounts used for income tax purposes. The Company's deferred tax asset is comprised entirely of charitable contributions that are being carried forward. The significant components of the deferred tax liability are differences in depreciation and amortization methods between financial reporting and tax reporting, and the effects of state taxes.

Although realization of the net deferred tax assets is not assured, management believes that it is more likely than not that it will realize future taxable income sufficient to utilize these deferred tax assets. However, the amount of net deferred tax assets considered realizable could be reduced in the future based on changing conditions.

The Company has contribution deduction carryforwards through 2022 of approximately \$88,000 and \$82,000 for federal and California tax purposes, respectively, subject to a limitation of 10% of future taxable income.

FIESTA TAXI COOPERATIVE, INC.
NOTES TO FINANCIAL STATEMENTS

For the years ended December 31, 2018 and 2017

NOTE 4 – CONTINUED

INCOME TAXES

The Company files income tax returns in the U.S. federal and California jurisdictions. The Company is no longer subject to U.S. federal income tax examination by tax authorities for the years before 2015 and for California income tax examinations for years before 2014.

At December 31, 2018 and 2017, there were no uncertain tax positions for which an accrual was required.

NOTE 5

COMMITMENTS AND CONTINGENCIES

The Company is subject to various claims and regulatory examinations that arise in the normal course of its business. In the opinion of management, the ultimate disposition of any such claims should not have a material adverse effect on the financial position, liquidity or results of operations of the Company based upon management's assessment of the status of these matters.

NOTE 6

CAPITAL CONTRIBUTION FROM MEMBERS

During the year ended December 31, 2018, the Company's board of directors decided to assess each shareholder member of the Company a capital contribution call of \$376, reported as an increase of \$51,117 in members' equity in the accompanying balance sheet and statement of members' equity.

CITY OF MONTEBELLO

CONTRACT AGREEMENT NO. _____

FOR

DIAL-A-TAXI PROGRAM

(RFP No. 19-42)

This Contract Agreement ("Agreement") is made and entered into for the above-stated project this 13th day of February, 2020 ("Effective Date") by and between the City of Montebello, a California municipal corporation, as the "AGENCY," and Fiesta Taxi Cooperative Inc. a California corporation, as the "CONTRACTOR." AGENCY and CONTRACTOR may be individually referred to herein as a "Party" or collectively referred to 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 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 AGENCY, equipment, goods and services necessary for the Dial-A-Taxi program ("Project") as further described in Invitation for Proposal ("RFP") NO. 19-42 ("RFP No. 19-42").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONTRACTOR 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, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement, including any and all addenda or supplemental agreements.
- b. RFP No. 19-42

- c. CONTRACTOR's Proposal Price dated January 6, 2020.
- d. All other documents, including but not limited to all required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence shall be as set forth above.

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 AGENCY to furnish its best skill, judgment and efforts and to cooperate with AGENCY and any other contractors engaged by 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 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 AGENCY.

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, AGENCY agrees to pay and CONTRACTOR agrees to receive and accept the prices set forth in the Price Sheet submitted by CONTRACTOR dated January 6, 2020 ("Compensation"), attached hereto as **Exhibit "A"** and incorporated by this reference. The Compensation shall not exceed the sum of **four hundred twenty nine dollars and no cents** (\$429,000) and such sum shall include all amounts payable to CONTRACTOR for its authorized subcontracts, leases, materials and costs arising from, or due to termination of this Agreement. AGENCY shall pay CONTRACTOR upon thirty (30) days of receipt of invoice and full acceptance of product and services by 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 if such are incurred in the manner and time specified in the aforesaid Contract Documents; and also including those resulting from acts beyond reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest.

ARTICLE IV. Completion of Work; Liquidated Damages

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 the Parties. An extension of the period for completion may be granted in writing 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, data, objects, written materials or other tangible things ("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 AGENCY, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of AGENCY or otherwise to act on behalf of the AGENCY as an agent. Neither 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. CONTRACTOR shall not represent that it is, or that any of its agents or employees are, in any manner employees of AGENCY.

ARTICLE VII. Confidentiality

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 AGENCY. AGENCY shall grant such consent if disclosure is legally required. All AGENCY Written Products shall be returned to 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 shall comply with all applicable federal, state, and local laws throughout its performance of this Agreement. 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-contractors' 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. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE IX. Indemnification

The CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless AGENCY, and all of its elected and appointed officials, boards and commissions, officers, directors, employees, and agents from and against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, lawsuits, costs, expenses or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against the AGENCY based on, occurring, arising out of, or incident to (1) 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 the negligence, recklessness, willful misconduct, or errors or omissions by CONTRACTOR, its sub-contractors, or any of their servants, employees or agents; or, if applicable, (2) any infringement of the patent rights of any person or persons in consequence of the use by AGENCY or by any of its employees or agents, of articles supplied under contract, arising from proposals submitted and which CONTRACTOR is not lawfully entitled to sell. AGENCY will give CONTRACTOR prompt notice in writing of the institution of any suit or proceeding and permit CONTRACTOR through its counsel to defend AGENCY and will give all needed information, assistance and authority to enable the CONTRACTOR to do so.

CONTRACTOR shall give AGENCY immediate notice of any suit or action filed or prompt notice of any claim made against AGENCY arising out of the performance of this contract. CONTRACTOR shall furnish immediately to AGENCY copies of all pertinent papers received by the CONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, CONTRACTOR shall authorize representatives of AGENCY or the Federal Government to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE X. PERS Eligibility Indemnity

In the event that CONTRACTOR, or its employee, agent, or subcontractor 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 AGENCY, CONTRACTOR shall indemnify, defend, and hold AGENCY harmless 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 AGENCY.

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 AGENCY, including, but not limited to, eligibility to enroll in PERS as an employee of the AGENCY and entitlement to any contribution to be paid by the AGENCY for employer contribution, employee contribution, or both, for PERS benefits. CONTRACTOR agrees that the

covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE XI. Insurance

In accordance with the terms of the Contract Documents, CONTRACTOR shall furnish the 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 the AGENCY, its officers or employees, and which shall remain in full force and effect until the work or services is accepted herein by the 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, except for non-payment of premium, without thirty (30) days' prior written notice to the AGENCY. In the event the policy is cancelled for non-payment of premium, CONTRACTOR shall give ten (10) days' prior written notice to AGENCY.

ARTICLE XII. Authorization by CONTRACTOR

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

ARTICLE XIII. 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.

13.1. Material Breach. 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.

13.2. Non-Material Breach. 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.

13.3. Failure to 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.

13.4. Termination for Convenience. 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.

13.5. Upon the termination of this Agreement as provided in this Article , 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 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 AGENCY with adequate proof that CONTRACTOR incurred the costs after receiving AGENCY’s Notice to Proceed (as defined in paragraph 13.5.1 below), 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.

13.5.1. 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 AGENCY and CONTRACTOR. If the Notice to Proceed has not been issued within the 15-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Contract without further liability on the part of either party. AGENCY shall retain sole discretion to require multiple Notices to Proceed at each milestone, of phase of the Project where deemed applicable and/or desirable by AGENCY.

With the exception of the covenants contained in Articles VII (Confidentiality), IX (Indemnification), and XIV (Dispute Resolution and Legal Remedies), this Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR.

ARTICLE XIV. 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. The venue for any litigation shall be Los Angeles County, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE XV. 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 AGENCY. 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 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 CONTRACTOR under the Agreement.

ARTICLE XVI. 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.

ARTICLE XVII. 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 (2nd) 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
Tom Barrio, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558-1625
(323) 887-4643 (Fax)
tbarrio@cityofmontebello.com

To CONTRACTOR: Fiesta Taxi Cooperative, Inc.
Marco A. Soto, Vice President and Director of Operations
2129 W. Rosecrans Avenue
Gardena, CA 90249
msoto@layellowcab.com

ARTICLE XVIII. Severability

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

ARTICLE XIX. Governing Law

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

ARTICLE XX. Entire Agreement; No Waiver

This Agreement and the aforementioned Contract Documents 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. The waiver by AGENCY of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. 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 XXI. 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the Parties enter into this Agreement as of the Effective Date set forth above.

CITY OF MONTEBELLO
("AGENCY")

Fiesta Taxi Cooperative, Inc.
("CONTRACTOR")

Salvador Melendez, Mayor

Marco Soto, Vice President and Director of
Operations

Date:

Date:

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: Award a Contract to PCM Gov. Inc., for Modem Parts for Bid No. (RFQ-19-41)

DATE: February 12, 2020

RECOMMENDATION

It is recommended that the City Council:

1. Award a contract to PCMG, Inc. dba "PCM Gov. Inc." for Modem Parts for a total cost not to exceed **one hundred sixty-one thousand, five hundred fifty-seven dollars and ninety seven cents** (\$161,557.97); and
2. Authorize the City Manager to execute a Contract on behalf of the City; and
3. Adopt Resolution appropriating \$108,086 CalOES fund balance to fund the cost of this project; and
4. Take such additional, related, action that may be desirable.

BACKGROUND

On December 31, 2019 Verizon Wireless upgraded their 3rd Generation (3G) Network. This update will impact communications on all transit buses and support vehicles utilizing the Avail Automatic Vehicle System because they are currently using 3G modems. The Avail System provides riders scheduling and bus location information. It is imperative that the Montebello Bus Lines (MBL) upgrades its fleet with newer modems that support 4th Generation (4G) Long Term Evolution ("LTE") and the future release of 5th Generation (5G) LTE.

ANALYSIS

On October 1, 2019 the City issued a Request for Quote (RFQ) No. Q-19-41 ("RFQ Q-19-41") for the Modem Parts project ("Project").

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 12, 2020
 MODEM PARTS PROJECT – AUTHORIZE CITY MANAGER TO EXECUTE A
 CONTRACT WITH PCM GOV. INC.

Page 2 of 3

City Information Technology (IT) Staff evaluated the proposals submitted by each firm and selected PCM Gov. Inc as they have demonstrated to be the lowest bidder. The chart below shows the quotes received by the City.

Modem Parts	Quantity	PCM Gov. Inc.	Data Connect Enterprise	Charity IT
1 Year Netcloud Essentials for Mobile Router	78	\$73,710	\$89,901.24	\$107,250
MC400 Wireless Cell Modem for AER 1600/1650	78	\$20,904	\$26,850.72	\$30,420
Low Profile Dome 9 In 1 Antenna: 4X MI	78	\$27,300	\$26,544.96	\$27,222
Low ProfileDome 4X LTE Only: 4X MIMO 2	78	\$16,770	\$19,253.52	\$16,770
1 Year Netcloud Essentials for IOT	23	\$7,659.00	\$9,483.82	\$9,660
5 In 1 Dash Mount	23	\$1,863.00	\$1,814.70	\$1,932
Tax		\$13,351.97	\$0	\$18,539.13
Total		\$161,557.97	\$173,848.96	\$211,613.13

FISCAL IMPACT

Staff requests City Council to adopt a Resolution for additional appropriation of \$108,086 CalOES fund balance to fund the cost of the Project.

Funding in the amount of \$50,900 that has been approved in the California Office of Emergency Services funds for the AVL Pass Information System Project will be transferred to the Project.

Additional funding in the amount of \$2,260.97 has been approved in the FY 2019/20 Transit Operating, 600-90-910-6010.50.

SUMMARY

Staff is recommending that the City award a Contract agreement to PCM Gov. Inc. for the Modem Parts project not to exceed **one hundred sixty-one thousand, five hundred fifty-seven dollars and ninety seven cents** (\$161,557.97); authorize the City Manager to execute the Contract Agreement on behalf of the City; and direct staff to take such additional, related, action that may be desirable.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 12, 2020
MODEM PARTS PROJECT – AUTHORIZE CITY MANAGER TO EXECUTE A
CONTRACT WITH PCM GOV. INC.
Page 3 of 3

ATTACHMENTS

RFQ Q-19-41
Bid Results - Price Sheet
Draft Contract Agreement
Resolution

Modem Parts (Q-19-41), bidding on October 15, 2019 12:00 PM (Pacific)

Printed 01/31/2020

Bid Detail**Bid Information**

Project Title Modem Parts
Invitation No. Q-19-41
Bid Posting Date October 1, 2019 4:35 PM (Pacific)
Project Stage Closed
Bid Due Date October 15, 2019 12:00 PM (Pacific)
Response Format Electronic only
Link to Project on Public Site <https://www.planetbids.com/portal/portal.cfm?CompanyID=33072&BidID=66583>
Reference ID RFQ Q-19-41
Project Type RFQ (Request For Quote)
Response Types Line Item
Type of Award Lump Sum
Categories 334290 - Other Communications Equipment Manufacturing
334419 - Other Electronic Component Manufacturing
336322 - Other Motor Vehicle Electrical and Electronic Equipment Manufacturing
423440 - Other Commercial Equipment Merchant Wholesalers
423690 - Other Electronic Parts and Equipment Merchant Wholesalers
423830 - Industrial Machinery and Equipment Merchant Wholesalers
423860 - Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers
517911 - Telecommunications Resellers
811213 - Communication Equipment Repair and Maintenance

License Requirements

Department Transit
Address 400 South Taylor Ave , Montebello, California
County Los Angeles

Bid Valid**Liquidated Damages**

Target Bid Amount \$0.00

Estimated Bid Value**Start/Delivery Date****Project Duration**

Prevailing Wage No

Cooperative Bid No

Piggy-backable No

eBid Notes**Preferences**

Restriction Type None

Restricted To**Pre-Bid Meeting Information**

Pre-Bid Meeting No

Online Q&A

Online Q&A Yes

Q&A Cutoff Date October 8, 2019 12:00 PM (Pacific)

Contact Information

Contact Info Vo Lam - 323-558-1625
VLam@cityofmontebello.com

Bids to

Owner's Agent

Modem Parts (Q-19-41), bidding on October 15, 2019 12:00 PM (Pacific)

Printed 01/31/2020

Bid Detail**Description****Scope of Services** Modem Parts for Transportation Department, please refer to Line Items.**Other Details****Notes****Local Programs & Policies****Special Notices** Please Direct all questions to the Q&A section.
Vendors MUST BE registered on PlanetBids. Vendors must be prospective bidder for this RFQ in order to submit a valid bid.
Please include sales tax. We are NOT exempt.**Downloadable Files**

File Title	File Name	File Size	On Server	Uploaded Date	Visible
Download File Fee		\$0.00			

Hard Copy Plans

Title/Description	Receive From	Plan Fee	Mailing Fee	Refund
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Modem Parts (Q-19-41), bidding on October 15, 2019 12:00 PM (Pacific)

Printed 01/31/2020

Line Items

Type	Item Code	UOM	Qty	Ref	MFR	Model#	Brand Req	Brand	Delivery Loc
	Section 1								
1	1-YR NETCLOUD ESSENTIALS for MOBILE ROU	1	78		CRADLEPO INT	MA1- 1700120B- NNA			
2	MC400 WRLS CELL MODEM for AER1600/1650	1	78		CRADLEPO INT	MC400LP6			
3	LOW PROFILE DOME 9 IN I ANTENNA: 4X MI	1	78		PANORAMA	CP-1020-1- PAN			
4	LOW PROFILE DOME 4X LTE ONLY: 4X MIMO 2	1	78		PANORAMA	CP-1022-1- PAN			
5	1-YR NETCLOUD ESSENTIALS for IOT	1	23		CRADLEPO INT	TA1- 600C150M- NNN			
6	5 IN 1 DASH MOUNT	1	23		PANORAMA	CP-1001-1- PAN			
7	SHIPMENT	1	1						
8	TAX	1	1						
9	MISCELLANEOUS CHARGE	1	1						

Quote Number:	3093795	Created By:	Damien Tran
Description:	Cradlepoint Routers and Panorama Antenna	Created Date:	07/30/2019 03:36:08 PM
Contact Name:	David Tsuen	Modified By:	Damien Tran
Contact Email:	dttsuen@cityofmontebello.com	Modified Date:	10/10/2019 07:17:33 PM
PO Number:		Order Notes:	
Phone Number:	(323) 558-1265		
Ship Via:	UPS - Ground		

BILL TO

CITY OF MONTEBELLO (10009353)
1600 WEST BEVERLY BLVD
MONTEBELLO CA 90640
Phone Number: (323) 887-1445

SHIP TO

CITY OF MONTEBELLO (20108256)
400 SOUTH TAYLOR AVE
TRANSPORTATION
MONTEBELLO CA 90640

QUOTE ITEMS

	Description	Qty	Price	Ext Price
System 1				
	NETCLOUD MOB ESS PKG IBR1700-1200M-B 1Y Mfr: CRADLEPOINT, INC Mfr #: MA1-1700120B-NNA	78	945.00	73,710.00
	MC400 - wireless cellular modem - 4G LTE Advanced Mfr: CRADLEPOINT, INC Mfr #: MC400LP6	78	268.00	20,904.00
	PANORAMA CP-1020-1-PAN 9 IN 1 LOW PRO 4X LTE 4X WIFI & GPS WH Mfr: PANORAMA ANTENNAS LTD Mfr #: LG-IN2293-W	78	350.00	27,300.00
	PANORAMA CP-1022-1-PAN 4 IN 1 DOME: 4X LTE ONLY, WHT Mfr: PANORAMA ANTENNAS LTD Mfr #: LP-IN2382-W	78	215.00	16,770.00
	1-YR NETCLOUD ESSENTIALS FOR IOT Mfr: CRADLEPOINT, INC Mfr #: TA1-600C150M-NNN	23	333.00	7,659.00
	PANORAMA CP-1001-1-PAN DASH MOUNT2X LTE 2X W-FI GPS Mfr: PANORAMA ANTENNAS LTD Mfr #: BATGM2-7-38-24-58	23	81.00	1,863.00
			System Subtotal in USD:	148,206.00
			Subtotal in USD:	148,206.00
			UPS - Ground Shipping:	0.00
			Total Tax:	13,351.97
			Total:	161,557.97

Thank you for giving PCM-G the opportunity to quote you these items.

We look forward to doing business with you in the future.

Product Prices and Sales Tax are subject to change without notice and a Freight charge may be added to the invoice.

Times listed are Pacific Standard Time (PST).

CITY OF MONTEBELLO

CONTRACT AGREEMENT NO. _____

FOR

MODEM PARTS

(RFQ No. Q-19-41)

This Contract Agreement ("Agreement") is made and entered into for the above-stated project this 13th day of February, 2020 ("Effective Date") by and between the City of Montebello, a California municipal corporation, as the "AGENCY," and PCMG. Inc. doing business as "PCM Gov. Inc." a Delaware corporation duly registered in California (C0168406), as the "CONTRACTOR." AGENCY and CONTRACTOR may be individually referred to herein as a "Party" or collectively referred to 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 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 AGENCY, equipment, goods and services necessary for the Modem Parts project ("Project") as further described in Invitation for Proposal ("RFQ") NO. Q-19-41 ("RFQ No. Q-19-41").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONTRACTOR 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, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement, including any and all addenda or supplemental agreements.
- b. RFQ No. Q-19-41

- c. CONTRACTOR's Proposal Price dated October 9, 2019 and updated Proposal Price dated February 3, 2020.
- d. All other documents, including but not limited to all required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence shall be as set forth above.

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 AGENCY to furnish its best skill, judgment and efforts and to cooperate with AGENCY and any other contractors engaged by 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 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 AGENCY.

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, AGENCY agrees to pay and CONTRACTOR agrees to receive and accept the prices set forth in the Price Sheet submitted by CONTRACTOR dated February 3, 2020 ("Compensation"), attached hereto as **Exhibit "A"** and incorporated by this reference. The Compensation shall not exceed the sum of **one hundred sixty-one thousand, five hundred fifty-seven dollars and ninety seven cents** (\$161,557.97) and such sum shall include all amounts payable to CONTRACTOR for its authorized subcontracts, leases, materials and costs arising from, or due to termination of this Agreement. AGENCY shall pay CONTRACTOR upon thirty (30) days of receipt of invoice and full acceptance of product and services by 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 if such are incurred in the manner and time specified in the aforesaid Contract Documents; and also including those resulting from acts beyond reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest.

ARTICLE IV. Completion of Work; Liquidated Damages

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 the Parties. An extension of the period for completion may be granted in writing 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

Where applicable, all reports, documents, data, objects, written materials or other tangible things ("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 AGENCY, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of AGENCY or otherwise to act on behalf of the AGENCY as an agent. Neither 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. CONTRACTOR shall not represent that it is, or that any of its agents or employees are, in any manner employees of AGENCY.

ARTICLE VII. Confidentiality

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 AGENCY. AGENCY shall grant such consent if disclosure is legally required. All AGENCY Written Products shall be returned to 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 shall comply with all applicable federal, state, and local laws throughout its performance of this Agreement. 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-contractors' 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. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE IX. Indemnification

The CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless AGENCY, and all of its elected and appointed officials, boards and commissions, officers, directors, employees, and agents from and against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, lawsuits, costs, expenses or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against the AGENCY based on, occurring, arising out of, or incident to (1) 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 the negligence, recklessness, willful misconduct, or errors or omissions by CONTRACTOR, its sub-contractors, or any of their servants, employees or agents; or, if applicable, (2) any infringement of the patent rights of any person or persons in consequence of the use by AGENCY or by any of its employees or agents, of articles supplied under contract, arising from proposals submitted and which CONTRACTOR is not lawfully entitled to sell. AGENCY will give CONTRACTOR prompt notice in writing of the institution of any suit or proceeding and permit CONTRACTOR through its counsel to defend AGENCY and will give all needed information, assistance and authority to enable the CONTRACTOR to do so.

CONTRACTOR shall give AGENCY immediate notice of any suit or action filed or prompt notice of any claim made against AGENCY arising out of the performance of this contract. CONTRACTOR shall furnish immediately to AGENCY copies of all pertinent papers received by the CONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, CONTRACTOR shall authorize representatives of AGENCY or the Federal Government to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE X. PERS Eligibility Indemnity

In the event that CONTRACTOR, or its employee, agent, or subcontractor 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 AGENCY, CONTRACTOR shall indemnify, defend, and hold AGENCY harmless 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 AGENCY.

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

AGENCY, including, but not limited to, eligibility to enroll in PERS as an employee of the AGENCY and entitlement to any contribution to be paid by the AGENCY for employer contribution, employee contribution, or both, for PERS benefits. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE XI. Insurance

In accordance with the terms of the Contract Documents, CONTRACTOR shall furnish the 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 the AGENCY, its officers or employees, and which shall remain in full force and effect until the work or services is accepted herein by the 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, except for non-payment of premium, without thirty (30) days' prior written notice to the AGENCY. In the event the policy is cancelled for non-payment of premium, CONTRACTOR shall give ten (10) days' prior written notice to AGENCY.

ARTICLE XII. Authorization by CONTRACTOR

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

ARTICLE XIII. 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.

13.1. Material Breach. 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.

13.2. Non-Material Breach. 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.

13.3. Failure to 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.

13.4. Termination for Convenience. 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.

13.5. Upon the termination of this Agreement as provided in this Article, 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 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 AGENCY with adequate proof that CONTRACTOR incurred the costs after receiving AGENCY's Notice to Proceed (as defined in paragraph 13.5.1 below), 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 Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

13.5.1. 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 AGENCY and CONTRACTOR. If the Notice to Proceed has not been issued within the 15-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Contract without further liability on the part of either party. AGENCY shall retain sole discretion to require multiple Notices to Proceed at each milestone, of phase of the Project where deemed applicable and/or desirable by AGENCY.

With the exception of the covenants contained in Articles VII (Confidentiality), IX (Indemnification), and XIV (Dispute Resolution and Legal Remedies), this Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR.

ARTICLE XIV. 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. The venue for any litigation shall be Los Angeles County, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE XV. 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 AGENCY. 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 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 CONTRACTOR under the Agreement.

ARTICLE XVI. 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.

ARTICLE XVII. 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 (2nd) 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 Tom Barrio, Director of Transportation 400 South Taylor Avenue Montebello, CA 90640 (323) 558-1625 (323) 887-4643 (Fax) tbarrio@cityofmontebello.com
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To CONTRACTOR:	PCM Gov. Inc Damian Tran, Account Executive 1940 East Mariposa Ave. El Segundo, CA 90245-3457 (800) 625-5468 Ext. 55674 Damien.tran@pcmg.com
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ARTICLE XVIII. Severability

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

ARTICLE XIX. Governing Law

This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Montebello.

ARTICLE XX. Entire Agreement; No Waiver

This Agreement and the aforementioned Contract Documents 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. The waiver by AGENCY of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. 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 XXI. 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the Parties enter into this Agreement as of the Effective Date set forth above.

CITY OF MONTEBELLO
("AGENCY")

PCMG, Inc. dba PCM Gov. Inc
("CONTRACTOR")

Rene Bobadilla, City Manager,

Damien Tran, Account Executive

Date:

Date:

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS FOR THE MODEM PARTS
PROJECT**

**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 appropriation:

FROM		TO	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
270-9036-2016-105-4018.20	\$60,670	270-9036-2016-105-6040.10	\$60,670
270-9038-2018-105-4018.20	\$47,416	270-9038-2018-105-6040.10	\$47,416

SECTION 2. That the City Clerk shall certify to the adoption of the Resolution, which shall become effective immediately upon approval.

APPROVED AND ADOPTED THIS 13th DAY OF FEBRUARY, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Award a Professional Services Contract for Park Facilities Master Plan (PFMP) and Facilities Needs Assessment (FNA), RFP #19-56**

DATE: February 12, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Award a Professional Services Agreement to KTUA in the amount not-to-exceed \$383,749 for the development of a Park Facilities Master Plan (PFMP) and Facility Needs Assessment (FNA); and
- 2) Authorize the City Manager to execute an agreement on behalf of the City.

BACKGROUND

The purpose of the PFMP is to serve as a planning and asset management tool for the City's parks and open spaces. The preparation of a PFMP is done in an effort to improve quality of life for current and future residents by compiling strategies to sustain and enhance the current park system. Additionally, the PFMP would aid in providing understanding of the recreational and open space assets the City owns and operates, as well as the financial investment it requires to maintain, repair and/or improve these assets.

The FNA will provide a comprehensive report regarding current and future needs at other existing City owned facilities. The FNA is useful towards future planning of capital improvement projects and current and on-going maintenance considerations.

The City of Montebello's current PFMP was adopted in 1992. Since its adoption, the specific needs and maintenance for the City's parks and facilities has changed over time. The City's park system has been modified, has adapted to changing needs and has had an increase in the number of recreational facilities. In 2016, the City of Montebello participated in the Los Angeles County Comprehensive Parks and

Recreation Needs Assessment which concluded that many of the City's parks and amenities were in fair to poor condition.

The City Council approved an appropriation of cannabis application fees that have not yet been allocated for a PFMP and FNA at the September 11, 2019 City Council meeting. In FY18-19, the City collected \$1.4 million in commercial cannabis application fees which is included in the City's General Fund unassigned balance. The approved Resolution # 19-108, appropriated \$400,000 from the General Fund unassigned balance to cover the estimated cost of developing both documents.

On October 30, 2019, the City issued Request for Proposals (RFP) No. 19-56 for Development of a PFMP and FNA. The scope of work included research and analysis of existing conditions, community outreach, a community needs assessment, an assessment of funding, maintenance and operation feasibility, and providing the City with rough plans and drawings to coincide with the potential park improvements identified during the PFMP process. The RFP also includes an additional task to assess the needs of non-park facilities in the FNA.

RFP No. 19-56 closed on December 2, 2019 and the City received five (5) responsive proposals. The RFP was advertised on the City website, Planet Bids and the Wave Newspaper.

ANALYSIS

An Evaluation Committee made up of Recreation Department employees met to assess the qualifications and expertise of each proposer in performing the services and scope of work called for in the RFP. The Evaluation Committee determined that all five proposers met the desired qualifications and scheduled interviews with each proposer. On January 9, 2020, the Evaluation Committee interviewed the five (5) proposers at the Recreation Administration Office. A review of all proposals received has been completed.

The following five proposers were ranked in accordance with the guidelines of the RFP and were evaluated based on their understanding of the scope of work, project approach, budget, proposed schedule, references, among other criteria. After thoroughly reviewing the proposals, the Evaluation Committee ranked the companies as follows:

- 1.) KTUA
- 2.) Placeworks
- 3.) RJM Design Group
- 4.) Richard Fisher Associates
- 5.) ICG Incorporated

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 12, 2020
AWARD A PROFESSIONAL SERVICES CONTRACT FOR PFMP AND FNA,
RFP# 19-56
PAGE 3 OF 3

Based on the proposals submitted, the company with the best qualifications and experience that meets the needs of the City is KTUA. Staff negotiated with KTUA per the terms of the RFP and the final cost for the PFMP and FNA is \$383,749.

FISCAL IMPACT

The total cost for the development of a PFMP and a FNA is \$383,749. This amount will be covered by commercial cannabis application fees that have been previously allocated for this project. There is no impact to the General Fund.

SUMMARY

On October 30, 2019, the City issued RFP No. 19-56 for Development of a Park Facilities Master Plan (PFMP) for the Recreation and Community Services Department. The City Council will consider awarding a Professional Services Agreement to KTUA in the amount not to exceed \$383,749 for the development of a PFMP and Facility Needs Assessment and authorize the City Manager to execute an agreement on behalf of the City.

ATTACHMENTS

Professional Services Agreement
Proof of Publication

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO.
BY AND BETWEEN
CITY OF MONTEBELLO
AND
KTUA**

THIS AGREEMENT ("Agreement") is made and entered into on February 12, 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and KTUA, (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 Park Facility Master Plan ("PFMP") and Facility Needs Assessment ("FNA") services 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 No. 19-56 for PFMP services in the City of Montebello (October 30, 2019) ("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 to provide PFMP and FNA services 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 not 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 12 months from the Effective Date, unless terminated earlier

as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions 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 products 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 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 \$1,000,000 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 of 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:

David Sosnowski, Director of Recreation and Community Services
Recreation and Community Services Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dsosnowski@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

René Bobadilla
City Manager

KTUA
Title of Representative

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

Exhibit “A”

MONTEBELLO NEWS

This space for filing stamp only

3731 WILSHIRE BLVD STE 840, LOS ANGELES, CA 90010
Telephone (323) 556-5720 / Fax (213) 835-0584

ORIGINAL

DAID SONOWSKI
CITY OF MONTEBELLO/CITY CLERK
1600 W. BEVERLY BLVD
MONTEBELLO, CA - 90640

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: BID - NOTICE INVITING BIDS

Ad Description:
BID NO 19 56

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the MONTEBELLO NEWS, a newspaper published in the English language in the city of MONTEBELLO, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 03/13/1934, Case No. 369441. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

11/14/2019, 11/21/2019

Executed on: 11/21/2019
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.


Signature



EWA#: 3313558

NOTICE INVITING PROPOSALS/SEALED BIDS
FOR DEVELOPMENT OF A PARKS FACILITIES
MASTER PLAN

BID NO. 19-56

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 to the hour of 3:00 p.m. on Monday, December 2, 2019.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640.

A non-mandatory Site Visit will begin at City Hall located at 1600 W. Beverly Blvd. at 11:00 a.m. on Tuesday, November 19, 2019. A brief tour of some of the parks facilities 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 where and whenever applicable.

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.

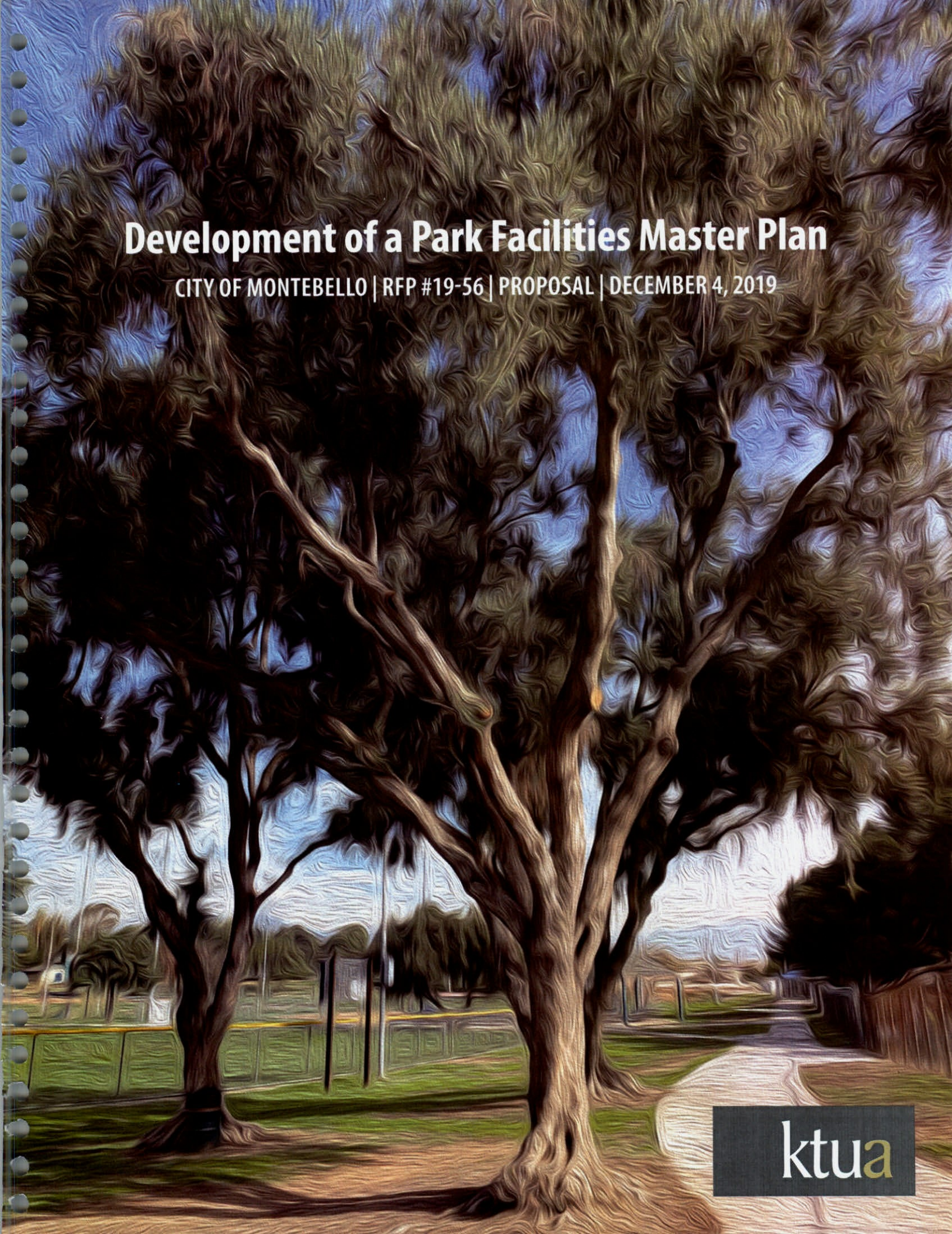
Questions should be directed to David Sosnowski, Director of Recreation & Community Services at (323) 887-4540.

THE DATE OF SOLICITATION: Wednesday, October 30, 2019
PRE-PROPOSAL MEETING: Tuesday, November 19, 2019 @ 11:00 a.m. - City Hall
SUBMITTAL DUE DATE: Monday, December 2, 2019 @ 3:00 p.m.
AWARD DATE: December 11, 2019 City Council Meeting
11/14, 11/21/19
EWA-3313558#
MONTEBELLO NEWS

RECEIVED
CITY OF MONTEBELLO

NOV 25 2019

FINANCE DEPARTMENT



Development of a Park Facilities Master Plan

CITY OF MONTEBELLO | RFP #19-56 | PROPOSAL | DECEMBER 4, 2019

ktua

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Every child should have the
opportunity to: play in a safe place,
explore nature, splash in the water,
camp under the stars, discover
California's past, learn to swim,
play on a team, celebrate one's heritage,
catch a fish and follow a trail.

~ California Children's Outdoor Bill of Rights





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ALEJANDRO E. ESQUIVEL
"ALEX"

MONTEBELLO
SENIOR CITIZEN CENTER

ALEX E. ESQUIVEL COMPLEX

DEDICATED IN HIS HONOR
FEBRUARY 3, 1998

FOR HIS HUMANITARIAN WORK IN OUR
COMMUNITY AND DEDICATED SERVICE TO
THE CITY OF MONTEBELLO



3916 Normal Street
San Diego, CA 92103
619.294.4477
www.ktua.com
PLA 2342 • 2386 • 2500

December 4, 2019

David Sosnowski, Director of Recreation & Community Services
City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640

Dear Mr. Sosnowski and Members of the Selection Committee,

KTUA believes that a park master plan can offer tremendous benefits for a city: it can lead to a healthier environment, it can encourage people to socialize and play together, it can provide beauty, shade, and clean air and water. Parks define a city and promote a culture. Parks can take you places with trails and linear features or they can be a memorable spot or a scenic viewing location. To assure that parks can become the best possible community assets for its citizens, they must be planned for. KTUA has been completing design and planning commissions for park and recreation facilities for 50 years. In the past two decades, we have become known for our citywide park master plans in addition to park specific designs.

Each of our park master plans have introduced a new element, idea or technology. The use of GIS for equity distribution we introduced a decade ago, moving away from the old circles for park service areas, which was never accurate based on true travel time and available walking, biking or driving routes. We introduced the idea of a 15-minute walk zone to define service areas and underscore convenience and access. We started looking at the need for providing more entry points into parks, since walking to a park that has only one controlled entrance on the far side of a park makes access difficult for those living near the park but far from the entry. Recommendations to resolve stormwater runoff, identify climate adaptations to address excessive heat, cold or wind, and, in some cases, create defensible space in fireprone areas, have been highlighted in our park master plans. We believe strongly in the idea that we can no longer afford building our environment for one single purpose. Each improvement in our environment, needs to address several issues and provide multiple benefits. This is why we have been working with cities like Montebello to combine the benefits of active transportation, healthy communities, urban greening, urban heat island reduction, carbon sequestration, stormwater runoff, and placemaking into their park systems.

When initially reviewing your RFP, I was struck by how it seems to be the combination of many aspects of other scopes of work that we have worked on. But in this case, you have included all of the elements that we feel are important to park planning and you have recognized that just finding your community's expressed recreation needs or determining where you have deficiencies is no longer enough. These planning efforts need to close the gaps of equitable distribution, increase assets to meet the community's goals of park access and acreage, look for efficiencies in park use by considering infill amenity additions, upgrade and re-invent recreational experiences that eventually are translated into great memories and experiences. We applaud you for being so holistic in your approach.

Although based in San Diego, KTUA has successfully completed projects in many of your neighboring cities, including urban greening plan for Pico Rivera and Placentia, a wayfinding program for the City of Commerce, an active transportation plan for Paramount and Bellflower, a community park for Rio De Los Angeles State Park at Taylor Yard in Cypress Park, parks master plans in San Gabriel and Signall Hill, and an aquatics feasibility study in Walnut.

As a landscape architecture and planning firm, our team is excited about the to bring our planning and design skills to Montebello. With significant grant money available for parks at the state level, good planning is important. But a vision that offers innovation and community support wins grants. KTUA wants to help you build both in support of your parks and open space system. We look forward to speaking with you about your project.

KTUA acknowledges receipt of addendum No. 1 dated 11/21/19, and addendum No. 2 dated 11/26/19.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Michael Singleton'.
Mike Singleton

KTUA PRIMARY CONTACT INFORMATION

Michael Singleton | AICP CTP, CA PLA, LEED AP
3916 Normal Street, San Diego, CA 92103
619-294-4477 x134; mike@ktua.com

OUR PRINCIPLES

Often, it is more important to understand where a consultant team is coming from, than the specific tasks that they intend to complete for a project. Below is a discussion of what the team believes. This will constitute the **"WHY"** of the project. The proposed schedule covers the **"WHEN"** and the overall process and detailed scope items that follow cover the **"HOW."** The overall work product for this study will indicate **"WHERE"** improvements should be made and **"WHAT"** should be done to improve the city's parks, recreational elements, open spaces and programs for youth, adults and seniors.

OUR PROJECT APPROACH IS BASED ON THE FOLLOWING PRINCIPLES:

- Montebello's residents deserve safe and convenient parks.
- Parks and open spaces should be enjoyed, but also protected or enhanced when they include natural or cultural resources.
- Commitment to and support for parks and open space is increased when people make parks a part of their lives. If a program immerses them into the community resource, then they become advocates for protecting, expanding, or enhancing these resources. They are also more likely to be willing to pay additional funds to participate in these programs.
- New development should help to support their own populations, and also resolve some of the unfunded park requirements without exceeding a fair share basis.
- Since the largest recreational demand includes walking, running, hiking, and biking, the plan needs to address linear connections and open space in support of park acreage and facilities, as well as 10-minute access to parks.
- The plan must be based on public input that recognizes national and local recreational trends, population forecasts, and area specific desires. However, these are guidelines for comparison and not mandates. Local priorities and needs should provide the direction for the overall plan.
- A balance is needed between the demands of the broader public while protecting local neighbors from real (not perceived) negative impacts.
- Investments in parks and recreation assets should take into account recreational programs and activities, habitat and cultural resource protection, open space access, ADA level access, stormwater runoff control, and urban forestry benefits for air quality and urban heat island reduction.
- Investments in other programs should take into account the needs of the underserved communities or the special needs of certain segments that rely on public programs. Integration of the underserved increases the strength of the entire program and provides equity and solutions to those who may not be able to obtain it in any other manner.
- In many cases, infill of new amenities within existing parks and community facilities may be the proper solution compared with the acquisition of park or community lands. In most cases, space can be found in existing City parks and facilities if efficiently laid out to rely on underutilized public lands.
- Non-standard parks, linear parks, pocket parks and other public realm spaces should be explored for meeting park expectations.
- GIS tools and demographic data should be used to determine equitable distribution, with an emphasis on providing close access to recreational experiences that start at a person's front door instead of their car door in a parking lot near a park or community facility. Locating transit options near these facilities or locating City parks and facilities near transit services can help make distribution and access more equitable.
- The economics of park development and funding must be an essential part of the recommendations and implementation plan.
- Maintenance, staffing, operational costs, and other non-facility expenses can often add up to more than the value or cost of physical facilities and therefore needs to be taken into account in this overall master plan process.



OUR PROCESS

Our process has proven successful on projects of similar elements and size. We analyze community and capital needs, provide financial solutions, identify alternative funding and partnership opportunities, and recommend investment strategies. We have developed, and currently employ, many recognized industry best practice tools listed below.

Values and Vision – A Road Map to the Future. An agency's values are comprised of the agency's leadership and staff values, as well as those of the community they represent. These values and visions direct an agency's future actions and help determine the community conditions that represent priorities of change.

A Strong and Comprehensive Facilitated Public Involvement Process is needed to establish detailed community issue identification, determine the value of public services, and provide a vision for the future that the community supports. This process should form the basis for measuring quantitative and qualitative performance for fiscal operating stewardship, managing taxpayer investments, establishing mandatory fees and charges, and funding capital development.

Focus on Equity Across the City while Recognizing Context and Needs of Individual Neighborhoods. With quantitative analysis, it is easier to find consensus on the definition of equity. However, the project should not lose sight of individual differences between neighborhoods and the historic manner in which certain newer developer-built communities paid for their current assets. It must also recognize the role of equivalents in helping to reach these equity goals.

Appreciation of Sustainable Public Policy. The team has a strong background and understanding of the role that the natural and built environment has in the health of both the natural and man-made community. Our years of experience with watershed planning, habitat planning, urban forestry, water quality and air quality provides us this insight and will guide us in recommending sustainable parks and facilities. This includes an increased attention to providing alternatives to vehicular access to public facilities. Connectivity for walking, hiking and biking should be a primary goal of many of the city's parks and public facilities. Less on-site parking, more attention to local access, lowered vehicle miles traveled, and greater improvement in personal health will result from this goal.

Focus on Implementation. Our team plans, designs, engineers, and implements parks and community facilities that get built and that can be managed effectively and operated economically. "Make no little plans; they have no magic to stir men's blood..." is a common City Beautiful Movement term first used by Daniel Burnham in 1907. But our practical experience is "make the right-sized plans" that provide innovation and momentum but that are also implementable and supportable. With decades of experience in delivering park and recreation general development plans, master plans, and construction documents KTUA provides with good insight into the necessary adjustments and refinements to design guidelines for future park and public facility development, maintenance, and replacement.

Listen, Listen then Repeat. Throughout the development of the plan, team members will function as professional, unbiased facilitators to gather specific information about services, use, and preferences, as well as agency strengths, weaknesses, opportunities, and threats. Participant feedback will help to determine if the proposed techniques and formats are well received and if they provide the community with the opportunity to better understand the planning process and make a meaningful contribution, resulting in the feeling that attending an input session was a good use of someone's valuable time. The efforts need to focus on listening to public and staff input (as well as from elected officials) about issues, concerns, solutions, and priorities. The end result will likely be a better alignment of consensus in the direction for recommendations. Building consensus and agreement on the plan requires:

- Identifying, up-front, the project "givens" or parameters.
- Making the participants aware of the process from start to finish, including where they have opportunities to contribute and who will be making final decisions.
- Encouraging participants to hear from each other.
- Identifying common ground as the plan evolves.
- Knowing that consensus is not always possible, the team will encourage participants to think about what they can "live with" if their ideal desire is not achievable, and what information does the person wish us to convey information for informed decision making to the project team, commissions and City Council. Written records and summaries of the results of all public process and communications strategies will be provided for posting to the city's website for wider distribution.

TASK CATEGORY “A”: RESEARCH AND ANALYSIS OF EXISTING CONDITIONS

TASK GROUP A-1: PARKS, OPEN SPACE AND FACILITIES INVENTORY

- 1.1 Inventory and verify standard parks including locations, sizes and overall park category**
- 1.2 Inventory private and non-profit facilities open to the public**
- 1.3 Identify and inventory linear green-belts and vacant public lands**
- 1.4 Inventory public school spaces and review agreements and MOUs for joint use**

KTUA will take the lead in the mapping-based inventory of all standard parks owned by the City of Montebello (City). We will discuss the current and potential naming definitions of parks to see if they should be categorized into any of the following: Open Space, Natural Resource Based Parks, Community Parks or Centers, Neighborhood Parks, Public Plazas, Pocket Parks, Linear Parks or General Landscaped Public Spaces. The team will confirm parcel maps and park boundaries from City provided maps and will help to resolve any discrepancies. If the City wishes to use special districts, council districts or neighborhood boundaries to define these parks based on their location, then tables will be developed to communicate this. The effort will also identify non-profit organizations that are open to the public (for charge or for free) that provide recreational activities or programs. The inventory will include location, types of facilities and a quick overview of the organizations and the role they play in providing recreational needs. The team will also identify any publicly owned spaces that are accessible from other public right-of-ways that currently are or could be used for some form of public park and recreation function. Finally, the team will look at the public schools within the City to identify some form of potentially shareable areas. These spaces will be added to the map for potential solutions for recreation deficiencies. If any joint use agreements exist, then these will be noted as well. All parks, park potential spaces and public schools will include a mapping designation of the following categories of use: Fully committed, committed, some capacity for more facilities, underutilized and vacant.

- 1.5 Complete all amenity inventory including condition, life cycle and code compliance**
- 1.6 Complete all structure / building inventory in park areas including code compliance / ADA**

EMG's assessment team will conduct a walk-through survey of the listed city facilities and park sites to identify, observe and evaluate the condition of systems and components, noting physical deficiencies, and provide budgetary recommendations to remedy the physical deficiencies in the short term, and maintain the properties over a period of time. The assessment team

will survey 100% of each facility, including building exteriors, roofs, interiors, mechanical, electrical, plumbing and fire and life safety equipment. EMG will also survey the site, including sidewalks, parking areas, drives, landscape areas and recreational or other areas as applicable. At the park locations, the assessment team will also observe the general condition of ball fields, sports courts, playground areas and equipment, amenities, and swim facilities.

The assessment team will develop opinions based on their site assessment, interviews with the City's building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated. The assessment team may also interview others who are knowledgeable of the property's physical condition and operation, or knowledgeable of similar systems to gain comparative information to use in evaluation of the Montebello parks and facilities.

1.7 Prepare park classification and location map with parkshed capture zones for access

An overall GIS map will be prepared to show the current condition of recreation in the City. A classification system of recreation assets will be displayed and a table will be developed. A 15-minute walk time polygon around the parks will be identified and overlaid on the maps along with traditional half-mile and one-mile circles.

1.8 Set up spreadsheet of current and future populations along with level of service compared with population standards

KTUA will research existing and future populations and based on other available data, determine the existing distribution of populations by census tract or by other more accurate polygons that locate where these populations exist. The currently adopted population-based standards will be used to determine the current meeting of these standards both now and in the future.

- 1.9 Kick-off meeting with site tours**
- 1.10 General monthly coordination meetings, correspondence and project management**
- 1.11 Ongoing staff face to face meetings every other month**

The kick-off meeting will concentrate on communication protocols, decisions, overall processes, and expectations of the overall project. This meeting will include a citywide tour that will have staff identify good and poor examples of parks, amenities or programs.

Other meetings will include monthly conference calls between the team and with the City. In addition, up to six meetings with staff, either before or after other events when possible, or specifically just for the purpose of meeting or reviewing progress, will be covered in this scope.

TASK GROUP A-2: AMENITIES**2.1 Provide a quantitative summary of all park amenities****2.2 Provide a qualitative ranking of all amenities**

Based on the results of the site inventories, two tables will be developed. One will be based specifically on the quantity of various classifications of parks as well as the quantity of major park amenities. The second table (matrix) will rank these amenities along the lines of the following categories:

- Fully capable of intended use into the next ten years;
- Capable of intended use but will need to be replaced in the next ten years;
- Currently adequate but has capacity issues, higher costs of maintenance or does not meet many of the codes and safety requirements;
- Inadequate facility and needs to be programmed for replacement; or
- Inadequate with safety, accessible codes and outdated components.

TASK GROUP A-3: CONNECTIVITY AND ACCESSIBILITY INVENTORY**3.1 Identify the parkshed elements (walk, bike, drive and transit) and agree on speeds to be used****3.2 Compile base maps of bike, ped, road and transit facilities****3.3 Determine park entrances and adjacent trails (if any)**

Discussions will occur as to the appropriate distances and travel times that should be considered in determining parksheds for the master plan. This will require the compiling of bike and pedestrian facilities as well as transit systems in the City. If the full city is available in GIS, then it will be used for this analysis. However, if the data requires some field work to determine, then the initial parksheds of each park will be used to build the access maps.

3.4 Model walk times for 5, 10 and 15 minutes**3.5 Model bike times for 5, 10 and 15 minutes****3.6 Model drive times for 5, 10 and 15 minutes****3.7 Model transit times for 5, 10 and 15 minutes along with walk of 5 minutes and dwell time of 10 minutes**

KTUA will use ESRI products to determine travel distances obtained using various modes of transportation with various timeframes for travel. At the end of these tasks, the intent is to have an agreed upon mode and measure to determine the parksheds of each park. These parksheds are then used to determine populations served.

3.8 Assess Level of Stress of bike and walking facilities within 15 minutes of parks and schools**3.9 Summarize park access by compositing parksheds, population served and safety of adjacent roadways**

In order to determine safe access to parks from schools and all parts of the community, the team will utilize our in-house GIS models to determine the level of comfort or safety a person will likely feel using a particular route. This generally includes speeds, roadway geometry, collision data, special crossing facilities, buffers, bike facility stripping, distances from travel lanes and many other possible factors that go into this model. This task group will conclude with the production of a map and population tables that will identify how well the community has access to parks based on distance, travel time and appropriate access facilities.

TASK GROUP A-4: RECREATION PROGRAM INVENTORY**4.1 Review all materials and collect data on programs, program resources, use levels and revenues and expenses****4.2 Interview program managers about successes, issues and use levels as well as recreation trends based on program backlog**

GreenPlay will provide a template for collection of a program inventory, and will use this, as well as interviews with programming staff, marketing channels, the needs assessment information, applicable trends, and other data sources to analyze the program mix.

4.3 Determine other non-profit providers in the City and compile and assess their programs, use levels and population served**4.4 Research local and regional program standard levels and compare with Montebello's standards**

GreenPlay will provide a template for collection of data on alternative providers throughout the City. In addition, each point of contact through the community engagement will include exploration of potential providers and partners. Benchmarking of nearby providers will be conducted and a comparative analysis will be completed to assess gaps, duplications of service and potential partnerships.

4.5 Compile demographic overview and match with program users and age groups as well as activities provided and use levels

GreenPlay will identify the constituency of the City through a demographic analysis and market profile, utilizing all information available from previous planning efforts, any current valid information from Los Angeles County, and including information gathered from the U.S. Census Bureau, ESRI sources, and other national and local sources as needed for supplementation. This demographic information will be analyzed in relation to the users and potential users of programs and facilities.

TASK GROUP A-5: EXISTING AND PROSPECTIVE PARK USER PROFILE

- 5.1 Prepare most recent demographic and socio-economic data for the City of Montebello**
- 5.2 Research and characterize future population projections and demographic / socio-economic changes**
- 5.3 Project current population into future population segments based on trends and demographic projections**

Additional effort will go towards understanding the current and projected populations. This will include a variety of available data types and demographic / socio-economic conditions as well as commute behaviors and lifestyle activities. Future population projects and the location of these projections will be collected from SCAG and the City. It is important that spatial assignments within the City occur for populations since equity and geographic gap analysis depends on locations. As much of the data that can be moved into smaller neighborhood or census blocks will be mapped in this manner.

TASK GROUP A-6: MAP PARK NEEDS

- 6.1 Given parksheds, create population tables served by each city and non-profit recreation asset**
- 6.2 Determine future population geographic locations where change is expected and distribute population projections accordingly**
- 6.3 Determine geographic distribution gaps and classify areas into park rich, adequate or poor areas**

Using the information discussed in Task Group A-5, spatial analysis will be conducted to determine the populations served by existing city park assets as well as those related to non-profit providers or school facilities. An agreement on how much to count the non-city owned assets towards the population standards will need to be determined early in the process. Areas of future growth will also be mapped and highlighted along with future population assumptions. The GIS mapping efforts will result in the mapping of park gaps and recreation shortfalls. Once verified by staff, these gaps or park poor areas, will be used as the basis for potential park and recreation needs and solutions for future recommendations.

- 6.4 Develop ideas and quantify park distribution needs to balance equity for parks based on current populations**
- 6.5 Develop ideas and quantify park distribution needs to balance equity for parks based on future populations**
- 6.6 Develop scoring system that applies a percent of joint use school recreation, non-profit recreation and other non-standard parks**
- 6.7 Produce final map for current and future populations and showing how gaps could be filled given various strategies**

Subsequent tasks are primarily forward thinking ways the City and the general public prefer to meet park deficiencies and amenities that are not well distributed or are substantially below the demand for these facilities. These ideas will not be recommendations until further analysis and public vetting and prioritizations have been completed. This task group will include a map and a legend of possible solutions, all centered on the areas of gap and equity distribution.

TASK CATEGORY "B": RESEARCH AND ANALYSIS OF EXISTING CONDITIONS**TASK GROUP B-1: PUBLIC ENGAGEMENT**

- 1.1 Initial discussions with staff on stakeholders, known issues and concerns and the best methods for obtaining outreach**
- 1.2 Develop a detailed public outreach strategy plan**

At the start of the project, an overall public engagement plan will be developed that will identify the types of questions that will need to be asked, the support for the resolution of problems or direction on the park system that can be determined, and the techniques to obtain the highest degree of input possible, given the available budgets and timeframes. This strategy plan will take the input from staff and combine them with the lessons learned by the consultant team.

- 1.3 Plan for and conduct Citywide Workshop 1: Vision, goals, current conditions, concerns and information presented on process**

KTUA will run the initial public workshop, with other team members in attendance. The workshop will receive wide informational dissemination through flyers, direct mailers, social media posts and information that can be found on a website and at the City public areas. The workshop will provide some level of information for attendees, typically all of the information and mapping completed to date from Task Category "A".

- 1.4 Plan for and conduct interviews with major stakeholder for a 2-day period, including staff interviews**

GreenPlay will conduct interviews with key stakeholders, including decision makers, staff, partners, key user group leaders, and other providers.

1.5 Plan for and conduct Citywide Workshop 2: LOS analysis, geographic distribution, amenity distribution and range of options

The second workshop will concentrate on the level of service for population-based standards, the assessment of amenity needs and standards based on populations, the verification of park and amenity prioritization and the possible solutions that should be considered for addressing all equity and park deficiencies identified to date. Workshop activities and polling methods will be used to ascertain these solutions and to gauge these priorities.

1.6 Plan for and conduct Citywide Workshop 3: Strategies for expansion, infill, prioritize projects and draft recommendations

The final workshop will center on the strategies for expanding, infilling or developing parks as well as adding amenities in existing or proposed parks. A series of key major recommendations will be presented and the public will have the opportunity to weigh in on these ideas at the workshop as well as through follow up surveys. Another end result of the workshop will be the prioritization of three new or redeveloped parks that will be taken into a subsequent phase of analysis and recommendations.

1.7 Plan for and conduct three neighborhood workshops relative to prioritized projects and areas needing attention

Once staff and the general consensus of the public has been reached on park improvement priorities, a series of local workshops will be commenced to get ideas and reactions to the proposed program and general locations of improvements needed to address the deficiencies or priorities of the broader community.

1.8 Plan for an online presence for surveys, product distribution and announcements

Interspersed between the public meetings, it is the intent of the team to develop an online presence for information downloading and discussion of opinions and priorities. After each workshop, a survey will be released to provide the public that was not available to attend the opportunity to weigh in on the topics and issues covered at the workshop. The online presence will also provide access to the work products, presentations, meeting minutes, summaries and other announcements needed for the project.

TASK GROUP B-2: PUBLIC INFORMATION

2.1 Coordinate public information strategies using City resources and other social media

2.2 Update social media and online presence with informational materials on a monthly basis

This task group is an ongoing effort between the consultant team and City of Montebello staff, inclusive of any public information officer, IT website or communications staff. Whether a page on the City's website or a stand-alone site is used, coordination will be essential and a monthly update of the site will need to be committed to by the team.

TASK CATEGORY "C": COMMUNITY NEEDS ASSESSMENT

TASK GROUP C-1: ASSESSMENT OF EXISTING USERS' NEEDS

1.1 Create survey questions based on staff and team input

1.2 Identify media platforms for the dissemination of survey questions for the general public

1.3 Distribute random survey to 3,500 residents with links to online or paper survey

1.4 Summarize and compare invited and open surveys using demographic break downs of participants

Our team recommends conducting a randomly distributed survey using proven statistical methods to achieve statically valid responses and to obtain input from current users and non-users of recreation facilities.

Identify media platforms for the dissemination of survey questions for the general public. Various proven techniques will be used to encourage input from a broad cross section of the community through the open link survey.

Distribute a paper survey with postage paid return envelope to a randomly selected sample of 3,500 residents (statistically valid survey) with links to an on-line version of the survey for respondents that prefer responding digitally. Additionally, following the paper survey distribution, an open version of the survey will be advertised using various media platforms to obtain input from a large cross section of interested residents.

The team will summarize and compare invite and open survey responses using demographic break downs of participants, as well as analyses of responses by geographic location of households, presence of children, frequency of current use of facilities, etc. Taken together, the results from the analysis will provide a quantitative foundation for subsequent planning efforts.

TASK GROUP C-2: ASSESSMENT OF PROSPECTIVE USERS' NEEDS

- 2.1 Synthesize demographic conditions and future projections and match with typical needs of these age / demographic groups**
- 2.2 Synthesize random and open surveys for predicting needs and adjusting park and amenity standards**
- 2.3 Given population / development areas, determine how areas of change will have their park needs met**

Using the random and open surveys, the team will identify both the current situation and the likely future situation regarding populations needing access to recreational services and as the data may inform, specific types of recreational programs or facilities needed to support this demand. Additional trends analysis provided by GreenPlay will also help to inform these specific age group and demographic characteristics. These various types of input will help to determine the appropriate level of park acreage per 1,000 population as well as the standard to be adopted for various major amenities that support specific types of recreational activities.

TASK CATEGORY "D": DRAFT RECOMMENDATIONS AND ANALYSIS

TASK GROUP D-1: PARKS, OPEN SPACE AND FACILITIES

- 1.1 Determine condition, facilities and neighborhood goals / needs for each park and suggest what should be considered**
- 1.2 Determine the priorities of potential projects per park and vet with staff and communities**
- 1.3 At community workshops, solicit help to prioritize improvements and determine at which parks improvements should be**

On a park by park basis, a listing of deficiencies that are city-wide, neighborhood wide or at the park will be developed for consideration. In some cases, community-based parks will need to take a look at the needs of the entire City. Neighborhood parks will focus on the needs of the neighborhood for those with easy access or with more difficulty in getting to the site. The needs will have to be balanced with the capability of the park site to accommodate new uses. It will also need to take into account the opportunity for new parks in the area or for partnerships with schools or non-profits that provide for recreation needs for the general public as well. As part of community workshops, prioritization of parks and park facilities to be considered will be vetted. The neighborhood workshops will provide more opportunities for vetting with the local community. Initial site plans and refined site plans will be developed as part of this process for three priority park expansions, infills or new parks.

1.4 Determine sport fields and court sports that are needed in each of the geographic areas of the City

GreenPlay will work with the interest groups for fields and court sports to determine the demand and the possible locations where these facilities should be placed. A distribution of fields and courts are needed to support the youth-oriented populations of the City.

1.5 Identify potential phasing of improvements based on current facility conditions as well as community input on priorities

The overall park master plan for improved access, improved amenities and new parks will be summarized and a methodology for setting priorities will be developed. It is important to allow priorities throughout the community and to provide flexibility in projects to be opportunistic with development projects as well as grant programs.

1.6 Identify the minimum maintenance required per park, given population served, condition and activities accommodated

EMG and KTUA will identify the minimum standards needed for park maintenance, given a variety of park areas and overall park treatments. These minimums will follow other NRPA standards and best management practices.

TASK GROUP D-2: AMENITIES**2.1 Identify play area infill opportunities including adventure and creative play as well as picnicking and social areas**

Given the initial mapping of utilization of park areas and given the summary of needs and desires for recreation facilities and amenities, the team will identify the best areas within each park to provide for new tot lots, playgrounds, adventure elements for increasing balance and other motor skills, and other apparatus necessary for engaging youth people of all age brackets. This effort will also look at how group activities and social interaction could be increased at each park area with plazas, amphitheaters, interpretive nodes and general picnicking facilities.

2.2 Identify placemaking / public art opportunities as well as natural interpretation and education elements

Each park will be analyzed for increased use of unique elements that help to create a sense of place and character that would be specific to the park and the context of the area. This would include the use of public art, artful design components and interpretation programs represented through art, signage, history and discovery.

2.3 Determine public safety, ADA access, lighting and visual openness and other CPTED requirements

As a result of the extensive inventory taken in the earlier task groups, safety concerns related to lighting, visibility, and facility enclosures will be discussed and small projects needed to correct these facility deficiencies will be offered. It will also include addressing the original design of the park and applying Crime Prevention through Environmental Design (CPTED) principles that will take a holistic approach on improving safety. This will include the need for improving universal access through ADA compliance.

2.4 Determine exercise areas for potential infill including exercise equipment and challenge areas for differing age groups

There are several innovations in exercise equipment that go beyond the older par-course chin-up bars located along trails. These days, outdoor gym equipment for self-propelled exercise are available. These areas can be linear in nature as well as grouped in nodes for shared exercise and social interaction. The use of challenge course like bouldering, climbing and balancing also fall into this more adult version of a playground.

2.5 Suggest various looped trails with various surfaces and with various improvements (art, equipment and interpretive elements)

The dominant use of parks is still the desire to move around for exercise and social interaction while engaging in linear activities. Nearly 65% of respondents put running, jogging, walking, hiking, biking and skating as their top priority. Given the need for 30 minutes of exercise a day, more of these types of facilities are needed. These facilities are most used when they are in looped configurations with specific mileage distances marked out. A variety of soft, firm and hard surfaces are needed in parks. The ability to include public art and interpretive elements along edges of trails is also important.

2.6 Identify open play areas that need to be maintained and others that could accept infill

Although some part of a park needs to contain general open space for play and activity, many other areas of parks could be better utilized with some infill equipment areas. It will be a focus of the team to know the difference between well used public parkland and open areas that seem to be underutilized. This is a fine line, one that has to keep at least one larger open area, typically in turf, to make sure that the pick-up nature of informal field sports is allowed and the ability for a family to just throw around a football, kick a soccer ball or chase a frisbee is encouraged.

TASK GROUP D-3: CONNECTIVITY AND ACCESSIBILITY

3.1 Map areas within parksheds that represent barriers to safe access to parks

3.2 Verify existing and proposed walking and bike facilities in the parkshed limits

The parksheds around each park will be mapped to show the barriers that can prevent or add time to walking or biking to parks. These can include canyons, creeks, rail lines, freeways and steep areas. Based on the Level of Stress analysis done in previous phases, they can also be high speed or wide roadways as well.

3.3 Identify resources that could be interconnected that can accommodate walks / biking on way to parks

Safe routes to parks will be a focus of this task, with the goal of identifying possible linear spaces or open spaces that could be used as a linear park or promenade that leads to a park.

3.4 Summarize the potential for various linear park types, urban greening corridors and active transportation connections

The existing and proposed network of bike facilities and areas where missing walkways are planned for infill connections should be looked at closely for tying together the community with its parks. The idea of urban trails that could contain loops using existing walkway systems, with the park as the major destination along the loop, will also be explored. Urban forestry and canopy development should also be integrated along these routes, as should urban stormwater runoff areas.

TASK GROUP D-4: DEVELOPMENT OF NEW PARKS AND OPEN SPACE

4.1 Prepare GIS maps of vacant lands and public underutilized lands that can have potential for linear, pocket parks or open space

All available mapping showing vacant lands and public ownership will be collected and reviewed. A variety of current dispositions will be applied including categories of public, semi-public and private ownerships along with an overlay of vacant, to be removed, or underutilized dispositions.

4.2 With staff and the public input, determine which available spaces are needed to connect to parks or provide parkland in gap areas

4.3 Suggest what roles these peripheral parks can play in meeting demand and connecting parks

After discussions with staff regarding the public and ownership analysis, areas with the highest potential for park development will be mapped. The focus will be in park poor areas or areas previously identified as having gaps. Possible park types as well as capacity to handle missing amenities will be reviewed and recommendations where new parks could be considered to help address deficiencies and to provide for more equitable access can be made.

TASK GROUP D-5: RECREATION PROGRAMS

- 5.1 Based on gap analysis and population-based standards, identify areas of the greatest need**
- 5.2 Based on opportunities to connect or to create new parkland, identify areas of greatest opportunity**
- 5.3 Based on the prioritization of the public involved, identify areas of greatest desire**

Recreation programs will be mapped to where the programs are offered or where the supportive facilities are located. Population demographics will be used to identify the location of different age groups that may be indicative of higher levels of program need. The mapping analysis will start with a quantification of populations that are served by park programs, with the focus on those that do not have access to programs compared to other areas of the City. Another map analysis will be prepared showing areas where new facilities or programs could be added to serve a larger population. Finally, a third map will be prepared showing the public's indication of the best locations for citywide programs, by convenience and preference. The three methods will then be combined to make recommendations for areas of new program development or facility construction.

TASK CATEGORY "E": FUNDING, OPERATIONS AND MAINTENANCE FEASIBILITY**TASK GROUP E-1: FISCAL CAPACITY OF PARKS**

- 1.1 Identify costs of new parkland including maintenance and operating programs**
- 1.2 Identify funding shortfalls for construction, maintenance or operations**
- 1.3 Identify resources needed to support the expansion of park facilities and programs**

Using a variety of park typologies with differing levels of amenity and facility investments, unit costs will first be developed. Given the recommendations of the plan and community priorities, new parklands will be identified and quantified and unit costs per acre will be calculated to identify likely costs of new parkland. Similar to construction costs, typologies will be used to identify maintenance costs and operating costs. These costs will then be compared with available recreation budgets, manpower requirements and other local sources of investment.

TASK GROUP E-2: COMMUNITY'S DESIRED LEVEL OF SERVICE COST ANALYSIS

- 2.1 Develop a scenario that meets the future user demand and trend needs without additional funding beyond current sources**
- 2.2 Identify funding level needed to meet all population-based standards, geographic distribution and amenity needs**
- 2.3 Determine with costs of construction and when they would stabilize with funding sources in the future to meet all demands**

An Ideal scenario will be defined that will meet all recreation demands given current and future populations. This scenario will be based on the distribution of existing parks and amenities and will be compared against population levels and development patterns. The level of expected new parkland development will be based on current funding limits, avoiding new taxes, fees or general fund expenditures beyond current designated budgets. An alternative scenario will look at how to meet all recreation and park assuming access to funding needed to meet this level. The final scenario will look at how long it might take to meet all needs while using standard and other funding sources.

TASK GROUP E-3: LEVEL OF SERVICE SCENARIOS

- 3.1 Scenario 1: Current LOS that can be supported by existing funding**
- 3.2 Scenario 2: Accepting deficiencies within the funding source limits**
- 3.3 Scenario 3: Meeting LOS and identifying funding needed to meet deficiencies**

This effort at scenario development will take the scenarios established in the previous Task Group and show mapping for new parks and infill development that could be possible based on the scenario. This effort will also show the tabular results of these new parks and amenities and how it affects deficiencies for population-based standards, amenity standards and equitable geographic distribution.

TASK GROUP E-4: ALTERNATIVE FUNDING

- 4.1 Identify best funding opportunities**
- 4.2 Determine best alternative funding sources for prioritized park, amenity infill and alternative recreation experience projects**
- 4.3 Recommend options for addressing funding gaps**

This task group will complete research on the broad range of funding opportunities including the latest on grant programs, bonding potentials and partnerships with developers and other recreation program providers. This research will be summarized in the master plan and will provide a master table that indicates the best funding sources for each specific recreation facility, park type or amenity project. For the three prioritized park projects identified by the public, recommendations will be made on how to best obtain these funds. If grants are identified, then the requirements of the grant will be used to suggest how the three projects should best be described and defined. Finally, this task group will also identify a variety of options for closing the funding grants that need to go beyond general funds, developer impact fees, in-lieu fees or other bonding efforts. Efforts should consider user fee adjustments, efficiency efforts to lower costs and grant programs.

TASK CATEGORY “F”: ADDITIONAL SERVICES

TASK GROUP F-1: SITE SPECIFIC INDIVIDUAL MASTER PLAN

1.1 Increased inventory work at three project sites including detailed list of deficiencies and the costs of bringing these elements into compliance

Beyond the primary condition assessment conducted for the City of Montebello parks, EMG will provide a detailed inventory of mechanical, electrical, plumbing and fire and life safety equipment for the three project sites indicated, noting physical deficiencies, and provide budgetary recommendations to remedy the physical deficiencies in the short term, and maintain the properties over a period of time.

Each deficiency identified in the assessment shall be classified in the following manner (or other City defined categories):

- **Category 1 - Scheduled Maintenance:** Maintenance that is planned and performed on a routine basis to maintain and preserve the condition.
- **Category 2 - Deferred Maintenance:** Maintenance that was not performed when it was scheduled or is past its useful life resulting in immediate repair or replacement.
- **Category 3 - Capital Renewal:** Planned replacement of building systems that have reached the end of their useful life.
- **Category 4 - Energy and Sustainability:** When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance.
- **Category 5 - Security:** When a system requires replacement due to a security risk or requirement.

1.2 Produce schematic drawings on upgrades, infill amenity projects or reconfiguration of three project sites

1.3 Provide cost estimates and potential funding sources to accomplish the three prioritized parks

Utilizing the upgraded inventory of the three project sites, this task will include the development of schematic designs showing infill amenities, expansions or new parklands. They will be completed at a level of site planning that will result in confirmation that the facilities proposed can fit, what their costs are likely to be and in a manner that communicates the intent of the concepts. As discussed in earlier tasks, the project will be designed with possible funding sources in mind.

TASK GROUP F-2: MAINTENANCE AND OPERATIONS

2.1 Evaluate costs for funding staff, maintenance and operations, and summarize shortfalls and budget levels needed to balance

Once recommendations are determined, GreenPlay will evaluate and identify operational and maintenance costs as needed.

2.2 Address deteriorating infrastructure conditions due to age or poor performance

Based on age and discussions with city staff, site/building occupants and service vendors relative to system performance, EMG will address infrastructure conditions and remedies, and provide budgetary recommendations for repairs and/or replacements. EMG may recommend CCTV scoping of a sewer or stormwater drain system to determine specific scope of repairs necessary.

2.3 Upgrade for energy efficient systems and energy production capabilities for solar

The planning team will look at possible ways of increasing energy efficiency from replacing older technologies such as building HVAC systems as well as the opportunity to increase solar PV panels for buildings, shelters and other structures capable of handling this technology.

2.4 Suggest levels of facility maintenance standards (NRPA Level 2) and changes in equipment or facilities to reduce maintenance

2.5 Ensure appropriate equipment is available to support recreation programs

2.6 Produce maintenance and operations report with tables and maps

GreenPlay will evaluate current services, equipment, and operations relative to maintenance requirements and system functionality. Note, this does not include a detailed maintenance plan, but will identify shortfalls, gaps, and opportunities for maintenance relative to the programs, facilities, and services provided. A detailed maintenance plan can be provided for an additional fee, if desired.

TASK GROUP F-3: PUBLIC / PRIVATE PARK SYSTEM MANAGEMENT

3.1 Describe best practices for park system management

3.2 Identify entities that can support other funding sources / investments through partnerships

3.3 Make recommendations to consider public / private partnerships

GreenPlay is a known leader in innovations and best practices for park system management. Each element of the projects and all recommendations will be reviewed relative to partnerships, best management practices, state-of-the-art technologies, and services strategies.

Alternative Funding and Partnerships

GreenPlay has extensive experience evaluating options for alternative funding. Alternative funding typically includes grants, donor programs, and/or partnerships. The project team will evaluate existing and potential partnerships, identifying key partners in the area through the planning process.

If desired, we can provide management recommendations to enhance this potential funding area. This task does not include procurement of alternative funding, but this can be addressed separately if desired.

TASK GROUP F-4: CITY FACILITIES NEEDS ASSESSMENT

- 4.1 **Assess current condition, needs and provide recommendations for repairs, maintenance and CIPs for non-park facilities owned by the City.**
- 4.2 **Prescribe maintenance standard levels and replacement requirements based on safety compliance. Develop standard operating procedures / checklists.**
- 4.3 **Evaluate the availability of funding, staffing, and management resources to assess that the City has adequate resources to maintain its facilities.**

EMG will provide an assessment of the building, components and site condition, as well as the current maintenance efforts as compared to industry standards. EMG will provide recommendations for preventive maintenance sufficient to keep building equipment and systems in safe, reliable and efficient condition. EMG will also provide recommendations for regular cleaning and periodic deep cleaning required to maintain safe and sanitary conditions in all facilities. Recommendations will be based on industry standards and will include associated costs. EMG will compare the current performance of city's maintenance program to goals. Where appropriate, recommendations of modifications to maintenance policies and practices will be provided to achieve desired performance. EMG will determine estimated labor hours required to complete each PM work.

TASK CATEGORY "G": FINAL COMPREHENSIVE PLAN

TASK GROUP G-1: FINAL COMPREHENSIVE PLAN

1.1 Prepare Draft Park Facilities Master Plan

The Draft document will include all of the elements of the project study including any of the options exercised for the contract. The document will be laid out using InDesign with tables, figures, photos, diagrams, maps and text with dividers and a cover. The submittal will include a pdf, as well as a Word document to accommodate staff comments.

1.2 Prepare Renderings and other graphics to highlight prioritized projects

As part of the draft document, maps, illustrative plans and renderings of the key features of the plan will be provided. These will occur for the three prioritized projects (if the option is exercised) and will also occur for sample infill projects. Additional graphic input on the overall citywide parks master plan will show connections, alternative park types, joint uses, non-profit provider locations for programs as well as related active transportation improvements.

1.3 Prepare an executive summary and overall presentation materials including prioritized goals and projects

The full master plan efforts will be captured in a summarized executive summary as well as in a PowerPoint presentation that can be presented by the consultant team. Alternatively, the presentation will include enough detail and notes that staff could present the project at various events, commission hearings and council meetings.

1.4 Prepare Final Park Facilities Master Plan

Based on staff and departmental comments, the master plan will be revised to address all comments. A summary sheet of comments will be provided with formal responses and actions taken to resolve each comment. In addition, a Word document will be compared with the draft Word document to highlight changes. A pdf comparison file will also be provided that not only notes text changes, but all graphic and layout changes.

TASK CATEGORY "H": DELIVERABLES

TASK GROUP H-1: DELIVERABLES

- 1.1 **Provide 25 Copies of the Draft Master Plan**
- 1.2 **Provide 25 Copies of the Final Master Plan**
- 1.3 **Provide all materials in native and pdf format so that they are editable and useful for the client's software capabilities**

The final deliverables will include 26 color printed and bound documents for the draft and final as well as final presentations. All native files that were used to generate the document will be included on USB drives as part of the final delivery.

PROPOSED SCHEDULE

CITY OF MONTEBELLO					JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PARK FACILITIES MASTER PLAN					2020											
TASK CATEGORY "A": RESEARCH AND ANALYSIS OF EXISTING CONDITIONS																
Task Group A-1: Parks, Open Space and Facilities Inventory																
Task Group A-2: Amenities																
Task Group A-3: Connectivity and Accessibility Inventory																
Task Group A-4: Recreation Program Inventory																
Task Group A-5: Existing and Prospective Park User Profile																
Task Group A-6: Map Park Needs																
TASK CATEGORY "B": RESEARCH AND ANALYSIS OF EXISTING CONDITIONS																
Task Group B-1: Public Engagement																
Plan for and conduct Citywide Workshop 1																
Interviews with major stakeholder for a 2 day period																
Plan for and conduct Citywide Workshop 2																
Citywide Workshop 3																
Conduct 3 neighborhood workshops																
Task Group B-2: Public Information																
TASK CATEGORY "C": COMMUNITY NEEDS ASSESSMENT																
Task Group C-1: Assessment of Existing Users' Needs																
Task Group C-2: Assessment of Prospective Users' Needs																
TASK CATEGORY "D": DRAFT RECOMMENDATIONS AND ANALYSIS																
Task Group D-1: Parks, Open Space and Facilities																
Task Group D-2: Amenities																
Task Group D-3: Connectivity and Accessibility																
Task Group D-4: Development of New Parks and Open Space																
Task Group D-5: Recreation Programs																
TASK CATEGORY "E": FUNDING, OPERATIONS AND MAINTENANCE FEASIBILITY																
Task Group E-1: Fiscal Capacity of Parks																
Task Group E-2: Community's Desired Level of Service Cost Analysis																
Task Group E-3: Level of Service Scenarios																
Task Group E-4: Alternative Funding																
TASK CATEGORY "F": ADDITIONAL SERVICES																
Task Group F-1: Site Specific Individual Master Plan																
Task Group F-2: Maintenance and Operations																
Task Group F-3: Public / Private Park System Management																
Task Group F-4: City Facilities Needs Assessment																
TASK CATEGORY "G": FINAL COMPREHENSIVE PLAN																
Task Group G-1: Final Comprehensive Plan																
H: DELIVERABLES																
Task Group H-1: Deliverables																
Draft Parks Master Plan																
Final Parks Master Plan																



healthy placemaking

As planners and landscape architects, KTUA is focused on the principles of healthy placemaking – a collaborative process for reshaping the public realm of our neighborhoods, communities and regions. The link between our natural and built environments and the health of individuals, families and communities is real. Well designed streets, parks, open spaces, public places and buildings facilitate human connectivity and improve people's mental, physical and social health. In our vision and our actions, KTUA collaborates with our community leaders, public agencies, private developers, allied professionals, neighbors and families to develop implementable plans that address social, physical, environmental and economic goals that shape healthy places. By building support for these plans and projects from the ground up, we provide opportunities for civic engagement and transformative ideas.

OUR PLANNING AND DESIGN PROCESS INCLUDES:

- **Listening** to the community so that we fully understand their needs and desires;
- **Creating** places that are attractive, convenient, safe and healthy;
- **Designing** to encourage social, civic and physical engagement;
- **Protecting**, enhancing and restoring the environment;
- **Contributing** towards economic growth of the region and the residents;
- **Improving** the daily lives of people of all ages and abilities by providing options for housing, transportation, education and social interaction; and
- **Maximizing** enjoyment and economic benefit while minimizing risk, liability and injury.

KTUA OFFERS OUR CLIENTS VALUE THROUGH OUR MANAGEMENT:

- The diversity and background of our staff, a collaboration of planners, landscape architects, GIS analysts, facilitators and graphic artists, allows us to fully understand the larger perspective and implement the fine-grained details that contribute to project success.
- All of our staff members, from the principals to the designers, are hands-on. **The team that is working on your project will stay in place from start to finish**, ensuring that transitions from one phase of a project to another will be seamless and efficient.

REPUTATION AND AWARDS:

- KTUA's efforts to promote planning and design projects that focus on healthy placemaking have been recognized by our professional organizations such as ASLA, APA, ULI, Circulate San Diego, California Parks & Recreation Society, APWA and SAME.
- KTUA received 21 awards in the last two years (2018-2019) Visit the website for listing of recent awards <http://www.ktua.com/about>

REQUIRED STATEMENTS:

KTU&A has not been subject of any investigation by County, State, and/or Federal agencies within the past five years.

KTU&A has not been subject of any favorably or unfavorably newspaper stories and affirms that there nothing about the company which if disclosed would reflect negatively on the City in any way.

ktua

LEGAL NAME AND ADDRESS (1 OFFICE LOCATION)

- KTU&A
- 3916 Normal Street
San Diego, CA 92103

YEAR FOUNDED/FEDERAL TAX NO.

- 1970 / Fed Tax #952750597

ORGANIZATIONAL STRUCTURE

- California Corporation

PROJECT MANAGER/KEY CONTACT

- Michael Singleton
3916 Normal Street
San Diego, CA 92103
mike@ktua.com
619-294-4477 ext. 134

EMPLOYEES - 30

- 12 Landscape Architects
- 6 Planners
- 2 Transportation Planners
- 2 Landscape Designers
- 2 Irrigation Designers
- 2 GIS Analysts
- 1 Graphic Designer
- 1 Transportation Engineer
- 2 Accounting

CERTIFICATIONS

- Small Business Enterprise (Metro & California Dept. of General Services).
CA SBE 30007 exp. 09/30/20

SERVICES

Planning

- Land Use | Transportation Planning
- Active Transportation Planning
- Resource Planning
- Federal Planning

Landscape Architecture

- Civic and Public Works
- Parks and Recreation
- Healthcare
- Education
- Housing
- Hospitality
- Office and Commercial

Support Services

- Public Outreach
- GIS
- 3D Modeling and Simulations
- Sustainable Design
- Water Management
- Grant Writing

CITY OF MONTEBELLO CONTRACTS: KTUA has not had contracts with the City of Montebello during the last five years.

Agency	Project Name	Project Scope								KTUA Staff				
		PARK MASTER PLAN	TRAILS MASTER PLAN	OPEN SPACE MASTER PLAN	PARK DESIGN	FUNDING STRATEGIES	COMMUNITY ENGAGEMENT	SAFE ACCESS TO PARKS	FACILITIES ASSESSMENTS & FEASIBILITY	MIKE SINGLETON	MATT WILKINS	JACOB LEON	ALEX SAMARIN	SILVIA FANG
	County of San Bernardino	Prado Regional Park Master Plan	■	■	■	■	■	■	■	●		●	●	●
Riverside County	Box Springs Mountain Trails Master Plan		■	■		■	■					●		
Riverside County	Riverside County Parks Master Plan	■				■	■							
County of San Diego	Parks Master Plan	■		■		■	■			●				
City of Encinitas	Parks Master Plan	■	■	■		■	■			●				
City of La Mesa	Parks Master Plan and Safe Routes to Parks	■					■	■		●				
City of La Mesa	MacArthur Park Master Plan	■			■	■	■			●		●		
City of Santee	Parks Master Plan	■				■	■			●				
City of Goleta	Parks Master Plan	■				■	■	■	■	●				●
City of Oceanside	Parks Master Plan	■				■	■	■		●			●	●
City of Hesperia	Parks Master Plan	■				■	■			●			●	
City of Signal Hill	Parks Master Plan	■				■	■	■		●			●	
City of Santa Maria	Parks Master Plan	■				■	■	■		●			●	
City of San Gabriel	Parks Master Plan	■				■	■			●				
Phelan and Piñon Pines	Parks Master Plan	■				■	■			●			●	
City of Walnut	Community Aquatics Feasibility Study				■	■	■		■	●				
City of Santee	Community Center Feasibility Study				■	■	■		■	●				●
Port of San Diego	Parks Master Plan	■			■	■	■		■	●				
Rancho California Water Dist.	Vail Lake Trail and Lake Management Plans	■	■	■	■					●			●	
City of Temecula	Multi-Use Trails and Bicycle Master Plan		■			■	■			●				
City of Carlsbad	Carlsbad Trails Master Plan		■			■	■			●				
City of San Diego	Mission Trails Regional Park Master Plan	■	■	■		■	■			●				
Girl Scouts San Diego	County-wide Facilities Master Plan and CIP	■		■	■		■		■	●				
City of Grover Beach	Senior Center Feasibility Study								■	●	●			
City of Victorville	Parks Master Plan	■								●	●		●	
City of Pico Rivera	Urban Greening Plan			■	■	■	■	■		●				
City of Placentia	Open Spaces and Urban Greening Plan			■			■							

PARK EXPERIENCE IN AND AROUND THE CITY OF MONTEBELLO

In providing park master planning and design services, KTUA has found that its client's needs are best met by helping them address public interests. The challenges in designing parks, open spaces and trails are successfully addressed when local officials, designers, and community groups come together to create a balanced plan of community identity, site character, human activities, and nature. KTUA seeks workable solutions to complex community interests, land development issues, and environmental challenges. Our award-winning designs emerge through careful consideration of the site's natural features, the needs of the community and our clients, and our commitment to stewardship of the land, resulting in projects that are safe, sustainable, and enjoyed.

Almost 90% of all work completed by KTUA has occurred in Central and Southern California. This work spans 50 years with an average tenure of over 20 years for our senior staff. We are very cognizant of the State, Regional, County and Local levels of agency requirements as well as typical processing requirements for local municipalities. Knowledge of the Montebello is limited, but what we don't know about your parks, we will learn quickly and competently so that we can help staff and elected officials make informed decisions. Who we know locally, will also change abruptly once we can complete staff and stakeholder interviews and have the ability to review surveys and hear from the public about their community.

KTUA LOCAL AND REGIONAL EXPERIENCE - Los Angeles and Orange Counties

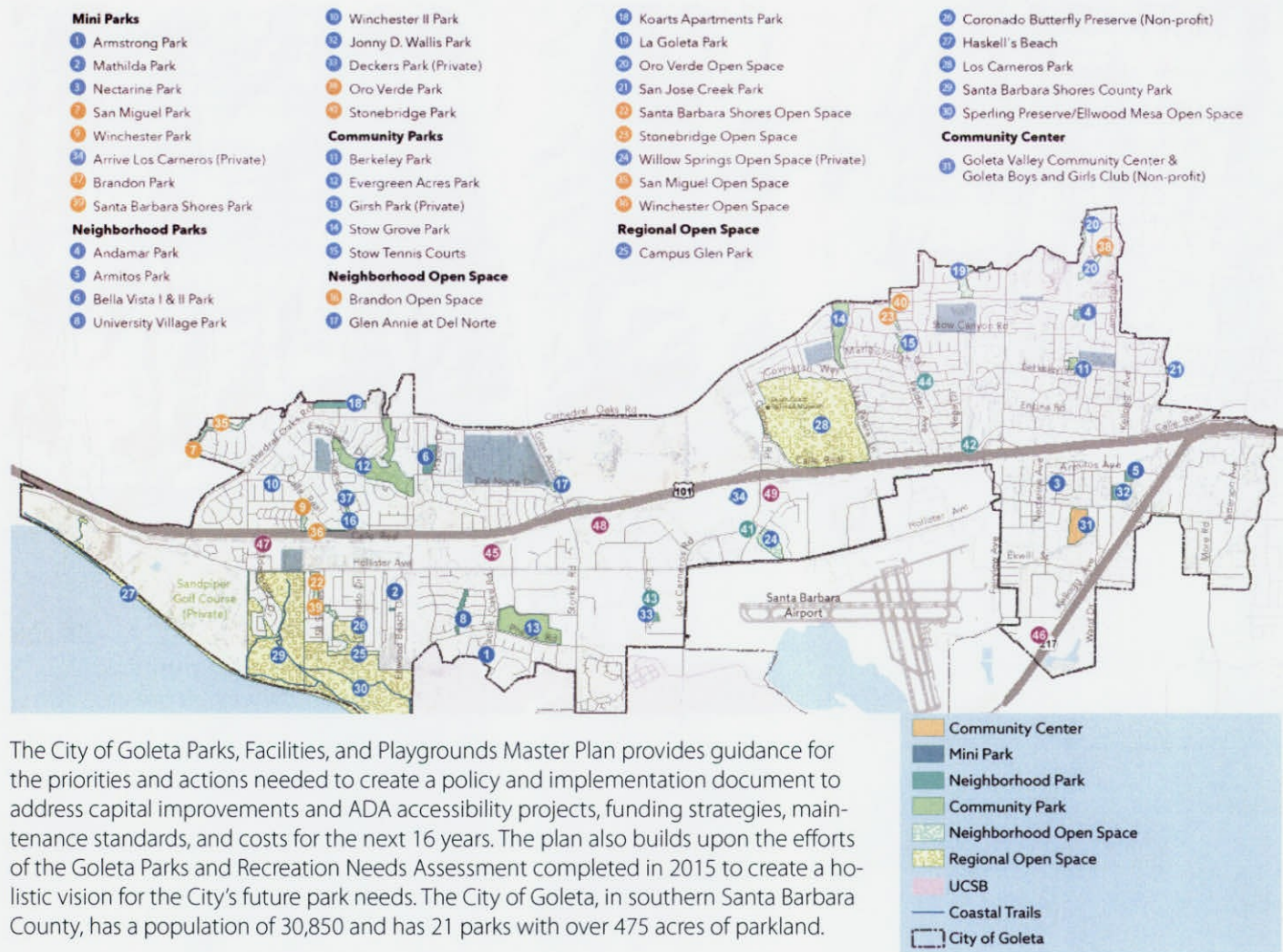


LOS ANGELES COUNTY

- 1 Signal Hill Parks Master Plan
- 2 Walnut Walnut Park Aquatic Feasibility Study
- 3 Pico Rivera Urban Greening Plan
- 4 Palmdale Yellen Park Master Plan
- 5 Manhattan Beach Downtown Specific Plan
- 6 Commerce Wayfinding Master Plan
- 7 Bellflower and Paramount Active Transportation Plan

ORANGE COUNTY

- 1 Garden Grove Fire Station
- 2 Placentia Open Spaces and Urban Greening Plan
- 3 Huntington Beach Bicycle Master Plan
- 4 Huntington Beach Water Operations Yard
- 5 Santa Ana Active Transportation Plan
- 6 Santa Ana Downtown Complete Streets Plan
- 7 Santa Ana Central Complete Streets Plan
- 8 Irvine Active Transportation Plan
- 9 San Clemente Active Transportation Plan
- 10 Costa Mesa Multi-use Trails Master Plan
- 11 Dana Point Connectivity Master Plan
- 12 OCTA Active Transportation Plan



The City of Goleta Parks, Facilities, and Playgrounds Master Plan provides guidance for the priorities and actions needed to create a policy and implementation document to address capital improvements and ADA accessibility projects, funding strategies, maintenance standards, and costs for the next 16 years. The plan also builds upon the efforts of the Goleta Parks and Recreation Needs Assessment completed in 2015 to create a holistic vision for the City's future park needs. The City of Goleta, in southern Santa Barbara County, has a population of 30,850 and has 21 parks with over 475 acres of parkland.

Scope of Work Included: Public workshops and stakeholder interviews, existing conditions and level of service analysis, geographic distribution of park assets using parkshed mapping, maintenance standards, recommendations for future parks and facilities, recommendations for re-purposing existing parks and facilities, and identification of funding sources and financial implementation strategies.

Parkshed Analysis: For each park type, a GIS analysis generated a polygon representing a 15-minute walkshed (at a walking pace of 2.5 mph) and a 5-minute driveshed. Resulting service catchment areas were overlaid on the city base map to identify regions that were well serviced by park access and to estimate the number of residents served by park type. Utilizing this data and the recommendations from the City of Goleta's Bicycle and Pedestrian Master Plan, also prepared by KTUA, the 2035 projected access analysis calculated the increase in populations that will benefit from the improvements given the city's goals of a 15-minute walk and 5-minute drive.

Outreach Strategies: The outreach strategy complemented the previously completed Needs Assessment. KTUA held a public workshop where a presentation was given and the public participated in activities at break out tables. A pop-up outreach event was held at Goleta's popular annual Lemon Festival and a survey was digitally distributed and passed out at the event.

One of Goleta's challenges is that currently all of their programs are provided by numerous outside organizations. KTUA worked with the city on ways to improve the organization of the services and how to better communicate the program offerings to the public.

CLIENT

- City of Goleta
- JoAnne Plummer
- 805 562-5505
- jplummer@cityofgoleta.org

DURATION

- Awarded 2018, Completed On-time and On-Budget 2019

PROJECT FEE

- \$65,135 (KTUA Fee)
- \$100,000 (Total Fees)

SERVICES

- Community Outreach
- Branding and Graphic Design
- Spanish Translation
- Park Master Planning

KTUA KEY PERSONNEL

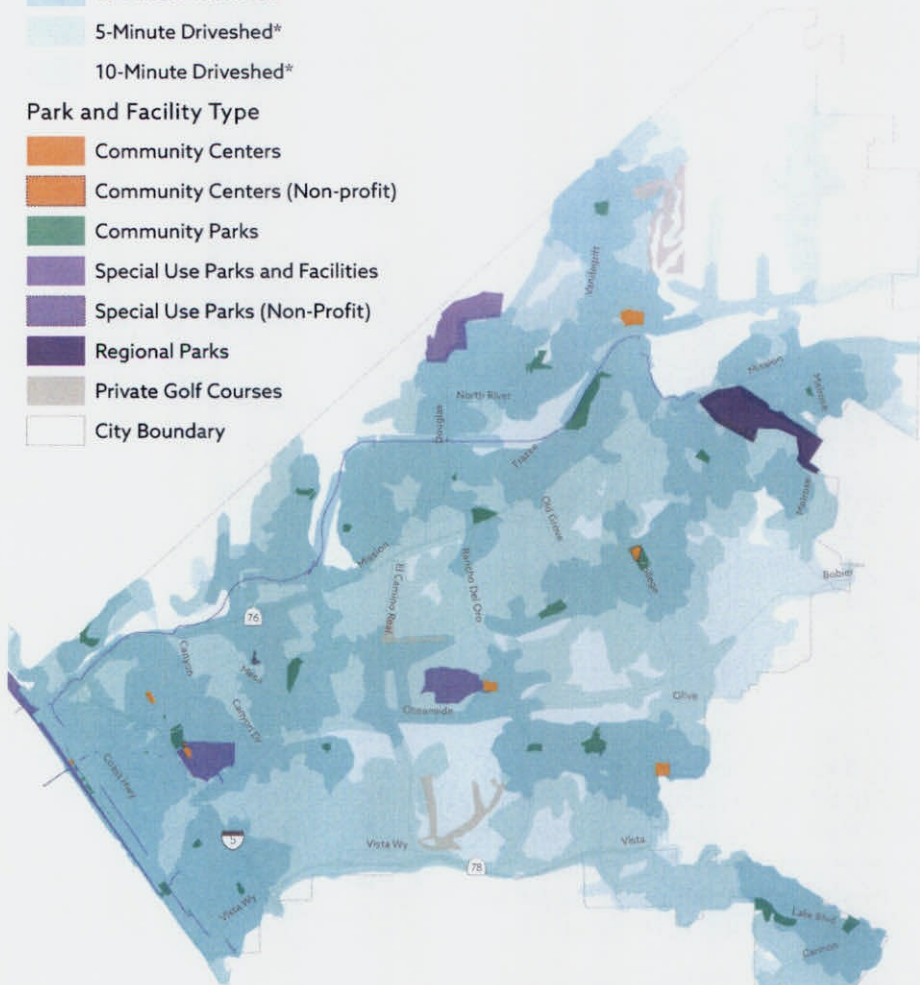
- Mike Singleton
- Juan Bonilla
- Silvia Fang

Existing Parksheds

- 15-Minute Walkshed
- 5-Minute Driveshed*
- 10-Minute Driveshed*

Park and Facility Type

- Community Centers
- Community Centers (Non-profit)
- Community Parks
- Special Use Parks and Facilities
- Special Use Parks (Non-Profit)
- Regional Parks
- Private Golf Courses
- City Boundary



KTUA led the City of Oceanside Parks and Recreation Master Plan. The City of Oceanside is the third largest city in San Diego County in terms of population with approximately 176,000 residents. Oceanside has 15 community parks, 17 neighborhood parks, 1 regional park, 5 skate parks/spots, 2 pools, 2 gyms and 3.5 miles of beach.

Tasks included conducting extensive public outreach which included three public workshops and two pop-up events, performing an existing conditions and inventory, conducting a Level of Service analysis, developing design standards, developing recommendations for park infill capabilities, developing recommendations for new parks, devising a funding plan, and creating a priority and action plan. KTUA was also responsible for writing; producing maps, graphics, and tables; and formatting the final document.

CHALLENGES AND SOLUTIONS

Oceanside has an excellent parks system. It was important to add and enhance facilities at the existing parks, to meet current and future demand, rather than create new parks. We learned from the outreach that improving walking and biking connections to parks, preserving open space, and creating trails through open space were the community's top needs. Trails through existing open space can be a challenge as property owners may not allow it. However, through our GIS mapping, we proposed new trails through land that is owned by government agencies and conservancies where trails can more likely be built for the public.



Help Us Determine the Future of Oceanside's Parks and Recreation!

Community Workshop

Tuesday, February 27

6:00-8:00 pm

Country Club Senior Center
455 Country Club Lane

The Oceanside Parks and Recreation Master Plan (OPRMP) update will provide guidance to the priorities and actions needed to meet the City's changing demographics, understand future trends, and address the city's aging parks and facilities. We need your help in determining your values and needs, and in ultimately contributing to the success of this project!

Please join us at our first community workshop and:

- Learn about the project
- Tell us what you want in your parks

For more information please contact:
Megan Crooks, Project Manager
RecAdmin@ci.oceanside.ca.us
To stay involved with the project, please visit:
<http://www.ci.oceanside.ca.us/>



¡Ayúdenos a determinar el futuro de los parques y la recreación de Oceanside!

Taller Comunitario

Martes, 27 de febrero

6:00-8:00 pm

Country Club Senior Center
455 Country Club Lane

La actualización del Plan Maestro de Parques y Recreación de Oceanside proporcionará orientación sobre las prioridades y acciones necesarias para cumplir con los cambios demográficos de la ciudad, comprender las tendencias futuras y abordar los viejos parques e instalaciones de la ciudad. ¡Necesitamos su ayuda para determinar sus valores y necesidades y para contribuir al éxito de este proyecto!

Por favor acompañenos en nuestro primer taller comunitario:

- Aprenda sobre el proyecto
- Díganos lo que quiere en sus parques

Para más información, contacte a:
Megan Crooks, Project Manager
RecAdmin@ci.oceanside.ca.us
Para mantenerse involucrado con el proyecto, visite:
<http://www.ci.oceanside.ca.us/>



CLIENT

- City of Oceanside
- Megan Crooks
- 760-435-5005
- mcrooks@ci.oceanside.ca.us

DURATION

- Awarded 2017, Ongoing 2019

PROJECT FEE

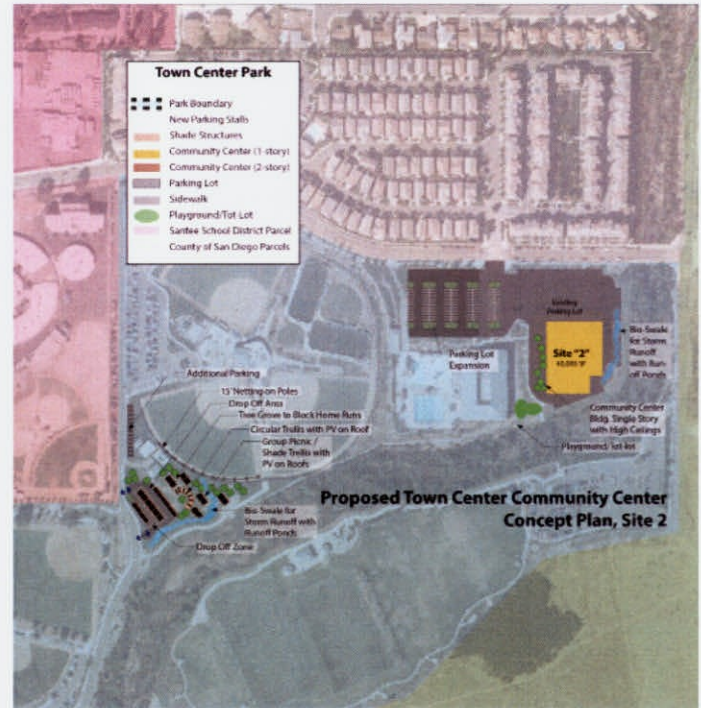
- \$130,325 (KTUA Fee)
- \$187,435 (Total Fees)

SERVICES

- Park Master Planning
- GIS Analysis
- Community Outreach

KTUA KEY PERSONNEL

- Mike Singleton
- Silvia Fang
- Juan Bonilla



The Parks and Recreation Plan Update allows the City of Santee to plan for future growth in their community, which is expected to reach build-out by 2025. The plan provided a realistic view of the City's parks and recreation system and developed a vision for the system for the next decade. The process was inclusive of all members of the community, and the public was given many opportunities to participate through focus groups, stakeholder meetings, public meetings, an invitation survey and an open link survey. Level of Service Analysis Cost and Financial Analysis were also conducted. An Implementation Plan was developed to assist the City of Santee in meeting the community's needs. KTUA served as a subconsultant to GreenPlay LLC.

The citywide parks master plan included inventory work for existing facilities; projections of population; population based standard development; GIS spatial analysis for distribution of park facilities; and a gap analysis that indicated population-based park and recreation facility and acreage. The effort included the calculation of all regional, community, neighborhood park standards, as well as those for open space and trails. The plan also included the calculation of specific sports facilities based on commonly accepted nationwide standards that were adjusted to local policies and demographics. Part of the study efforts conducted by KTUA included the identification of infill capacity of existing and proposed parks to address the facility specific deficiencies. Another major component of the plan was the identification of partners that provide park and recreation access to programs. This included the County of San Diego, as well as the federal government and State of California Parks systems and other publicly accessible park facilities. Private providers, including the YMCA and the Boys and Girls Club, were added to the inventory, as well as local homeowner association-provided park and recreation facilities. All of these partners contributed to a partial attainment of Santee Park standards. KTUA also helped to determine how the major deficiencies in community meeting spaces were being met for indoor programs. The effort included the refinement of spatial requirements and initial site plans that identified the land areas needs for the community center. The effort also included recommendations for the best distributed location for this facility given the local access and population demographics.

CLIENT REFERENCE

- City of Santee
- Bill Maertz
- 619 258-4100 x125
- bmaertz@cityofsantee.ca.gov

DURATION

- Awarded 2016, Completed On-time and On-Budget 2017

PROJECT FEE

- \$9,500 (KTUA Fee)
- \$50,000 (Total Fees)

SERVICES

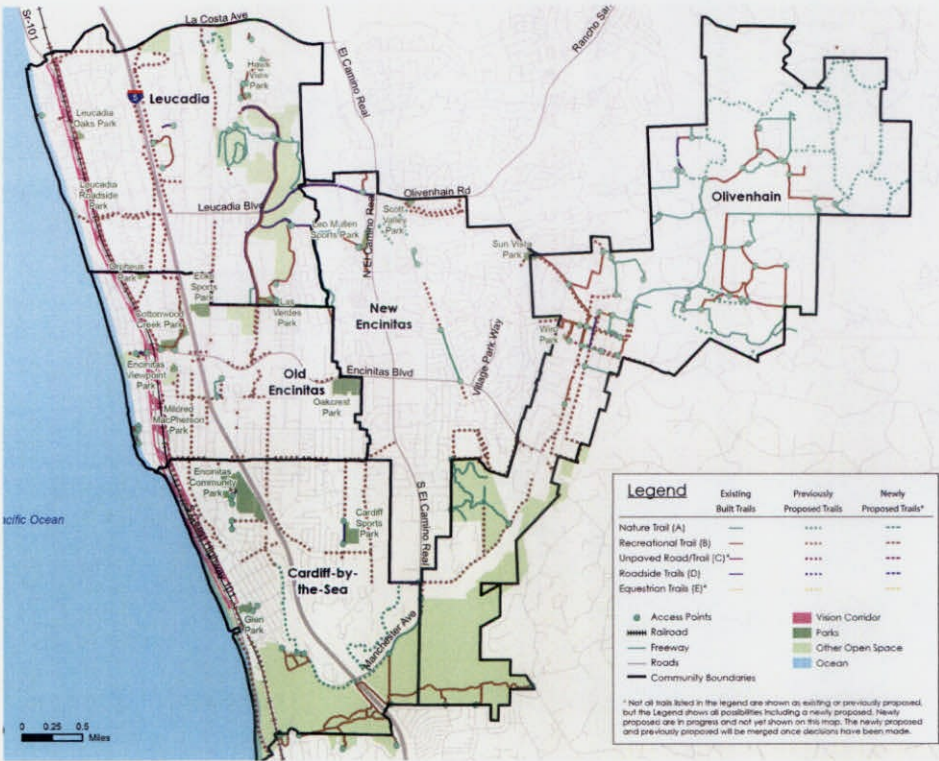
- Park Master Planning

KTUA KEY PERSONNEL

- Mike Singleton

DOCUMENT LINK:

<https://tinyurl.com/ydh27uq8>



KTUA assisted GreenPlay in the development of a Parks, Beaches, Open Space, and Trails Master Plan to serve as a 10-year Growth Plan for the City's parks, beaches, trails, and open space. The plan will help the Parks and Recreation Department (PRD) develop a vision for its future while providing an integrated and accessible parks system with a wide variety of offerings to residents of Encinitas. The project team conducted a broad public input process, including a series of public meetings and focus groups and a community survey. The team also conducted inventory and GRASP® Component Based Method for level of service analysis to comprehensively evaluate the City's assets.

Key issues were identified using a number of tools: review of existing plans and documents, focus groups, stakeholder meetings, a community survey, inventory and level of service analysis, and Community Listening Sessions. Recommendations as a result of the analysis address these key issues:

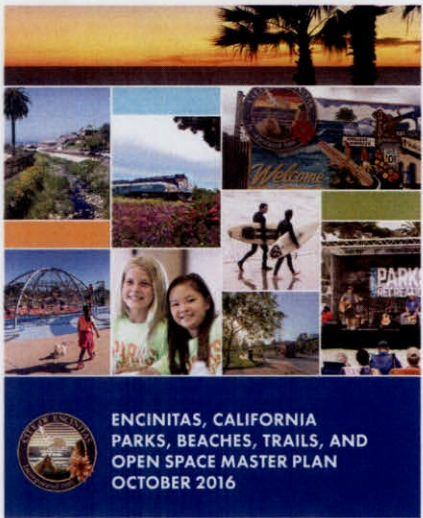
- Preserve and Acquire Open Space, Beaches, and Natural Areas
- Maintain What We Have: Upgrade and Repairs to Existing Facilities
- Add Amenities to Parks, Beaches and Trails
- Increase Connectivity for Trails, Beaches, Parks and Multi-modal Access
- Increase Programming Opportunities
- Increase Marketing, Branding and Awareness
- Pursue Options for an Aquatic Facility
- Increase Opportunities for Active Recreation

The recommendations include strategies to enhance the level of service and the quality of life through organizational efficiencies, financial opportunities, improved programming, service delivery, and maintenance, and improvements to facilities and amenities.

ASSUMED AMENITIES & TREATMENTS

All costs assume labor and materials, no soft costs, with a 15% construction contingency using a 2017 projected cost

	1) Non-improved Open Space	Space with Minimal Erosion & Weed Control	3) Native Restoration with No Access	4) Native Restoration with Access and Education	5) Limited Passive Use Parkland	6) Limited Active Use Parkland with Gardens	7) Moderate Active Use Parkland with Active Facilities	8) Special Event / High Use Park and Plazas	9) Activated Urban Park and Plazas	10) Urban Waterfront Promenades / Structures / Beaches
Park Types:										
Sample Image of Park Types:										



CLIENT REFERENCE

- City of Encinitas

DURATION

- Awarded 2016, Completed On-time and On-Budget 2016

PROJECT FEE

- \$13,000 (KTUA Fee)
- \$75,000 (Total Fees)

SERVICES

- Park and Trail Planning
- GIS Analysis
- Community Engagement

KTUA KEY PERSONNEL

- Mike Singleton

DOCUMENT LINK:

<https://tinyurl.com/ybdbqkh5>



The Prado Regional Park Master Plan is a comprehensive planning and design effort to update the 1984 park master plan for the County of San Bernardino. The park consists of 2,258 acres of land, owned by the Army Corps of Engineers and leased to the County of San Bernardino. Current uses include wetland habitat, floodplain open space, golf course, a reclaimed water recreational lake with live flow into the basin, an RV campground, frisbee golf course, a shooting range, an archery range, playground, splash pads, picnic areas and a general trail system.

CHALLENGES AND SOLUTIONS

Particular challenges for the park plan include floodplains and inundation levels, not having ownership of the underlying lands available in leases, a settlement agreement on habitat protection, outdated infrastructure and limited circulation and park access. The plans are considering the expanded uses for adventure and sporting activities, nature centers, trail systems, enhanced camping experiences and agricultural/community gardens. The plan is using GIS analysis and major public outreach to inform the process. Revenue production, cost benefit analysis and regional market feasibility are all scope items that will be applied to the selected uses and amenities that the public will help prioritize.

The recommended plan includes a broad range of natural areas, habitat restoration priorities, camping experiences, adventure activities, an aquatic pool complex, celebration of agricultural roots, nature center, sport field complex, equestrian center, performing arts center and various multi-purpose fields and buildings. It also includes 19 miles of hiking and equestrian trails as well as 11 miles of multi-use paths.

CLIENT

- San Bernardino County Regional Parks Department
- Beahta Davis
- 909 387-2886
- Beahta.Davis@parks.sbcounty.gov

DURATION

- Awarded 2018, Ongoing 2019

PROJECT FEE

- \$147,265 (KTUA Fee)
- \$300,000 (Total Fees)

SERVICES

- Community Engagement
- Park Master Planning

KEY PERSONNEL

- Mike Singleton
- Brooke Whalen
- Jacob Leon
- Chris Stebbins
- Alex Samarin



Since the 1950s thousands of San Diego children and adults learned to play golf at the 9-hole golf course in MacArthur Park. However, with changing demographics and demand, and aging infrastructure, the city decided to study options to reutilize the space to better meet their park and recreational needs.

The comprehensive MacArthur Park Opportunities and Constraints Study reviewed the site's existing conditions and provided guidance for future improvements. It created the framework to develop a master plan for future implementation of a revitalized, expanded, and improved community park centrally located in the City of La Mesa. The study set the framework for decision-makers in the planning, maintenance, development and rehabilitation of the park's facilities and recreational spaces.

In addition to the open spaces analyzed by the KTUA team, the scope included the evaluation of the following park structures:

- Nan Couts Cottage - 2,170 square feet; constructed in 1956; 100-person capacity for camps, scouts, weddings and special events, preschool program, martial arts classes
- Municipal Pool and Spa - 25-m x 25 yd pool with five to six lanes; pool constructed in 1953 with the most recent renovation in 2018; spa added in 1970s and renovated in 1990; used for competitive and recreational swim and water polo
- Community Center - 11,631 square feet; constructed in 1983; 300-person event space with warming kitchen and dance floor

- Recreation Center - 7,380 square feet; constructed in 1949; 150-person capacity for weddings and special events, gymnastics, recreational programs and classes, and community meetings

A variety of outreach methods and materials were used to maximize public engagement and gather public input. Online and paper surveys were created to collect feedback from the community. Additional public outreach materials included flyers, postcards, and email announcements. One conventional workshop and two pop-up workshops were scheduled during the first half of the planning process. The final product is a plan the City can use as a guide to identify priority projects and the costs associated for future development.

CLIENT

- City of La Mesa
- Sue Richardson
- 619 667-1308
- srichardson@ci.la-mesa.ca.us

STATUS

- Opportunity & Constraints Completed 2018
- Park Master Plan Ongoing 2019

SERVICES

- Community Engagement
- Park Master Planning
- Park Design

KTUA FEE

- \$49,900

KTUA KEY PERSONNEL

- Chris Langdon
- Brooke Whalen
- Jacob Leon

Pocket Park Opportunity #5 (17.3 acres)**Owner:** City of Pico Rivera**Name:** Rivera Park**Location:** Approximately 180 feet east of the intersection of Shade Lane and Passons Boulevard**Surrounding Land Uses:** Low Density Residential and Public Facilities**Notes:** City is planning to build a soccer field.**Potential Amenities**

Bike Racks



Soccer Field

Permeable
PaversRain Garden /
BioswalesTree Box
Filters

PICO RIVERA URBAN GREENING PLAN POCKET GUIDE
 English: <http://bit.ly/2AbdHSI> Spanish: <http://bit.ly/2IJHr54>

The City of Pico Rivera was awarded a grant from the Strategic Growth Council's Urban Greening Grant Program available under the Safe Drinking, Water Quality and Supply Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84). The Urban Greening Plan (UGP) presents projects that provide a safe and connected bicycle network and pedestrian improvements, creates a unifying street tree canopy for more walkable and bikeable neighborhoods, and identifies prospective green spaces and hydrology improvements. The UGP was created with input from the community and provides policy makers and city staff with tools to seek funding from grants and public/private partnerships. As a result, the UGP will help to improve the quality of life for all who live, work, and play in Pico Rivera.

The Urban Greening Plan establishes a system of green streets by incorporating walking, biking, stormwater management, and street trees within Pico Rivera's streets. Additionally, the plan provides recommendations on how to successfully implement and maintain these green streets.

The UGP takes into consideration the city's General Plan, the GCOG ATP Plan, and numerous ongoing planning projects. By incorporating resident feedback into the plan, the UGP also recommends facilities in places where people need them the most.

The city has experienced the cumulative impacts of environmental, social, and economic vulnerabilities that affect quality of life and the built environment. This plan addresses many of these issues by providing a safe and connected multi-modal transportation system, unifying street tree palette, and opportunities for stormwater management.

CLIENT

- City of Pico Rivera
- Julia Gonzalez
- 562 801-4447
- juliagonzalez@pico-rivera.org

DURATION

- Awarded 2015, Completed On-time and On-Budget 2018

SERVICES

- Urban Planning
- Community Engagement
- Environmental Review

PROJECT FEE

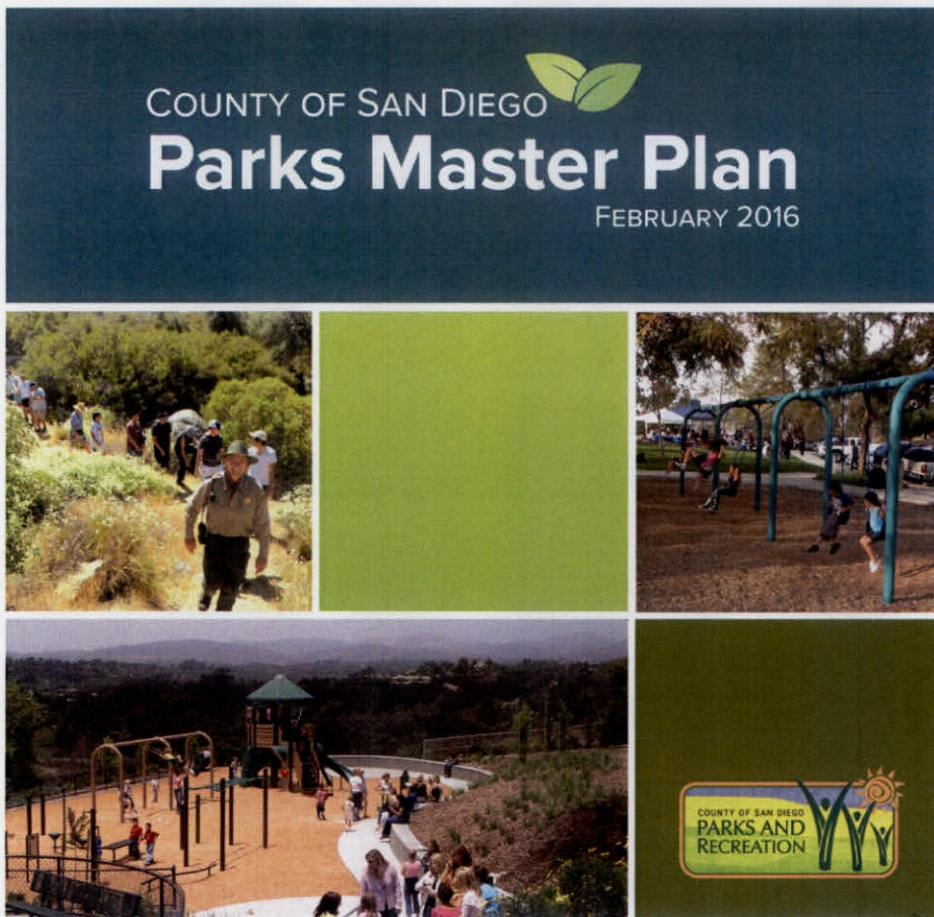
- \$250,000

KTUA KEY PERSONNEL

- Mike Singleton
- Joe Punsalan
- Juan Alberto Bonilla

DOCUMENT LINK:

<https://tinyurl.com/y3ovmjyl>



The County of San Diego Parks Master Plan serves as a guidance document for the acquisition and development of future parks and recreation facilities in the unincorporated areas of San Diego County. The purpose of the plan was to document the current conditions and analyze park shortages and distribution inequities consistent with County and Department of Parks and Recreation approved plans, policies, and ordinances. The plan assists in the development of projects and programs that will be supported by the community and lead to improvements within the County's Park and Recreation system.

Scope of Work Included:

- Inventorying existing park and recreation amenities and facilities available to County residents
- Examining current and future park trends and comparing those trends to County demographics to determine the need for future park and recreation facilities and services
- Calculating the existing and projected level of service of local and regional parks for County residents
- Determining quantity of future parkland acquisition necessary to fulfill County standards and goals for the provision of parkland based on the General Plan
- Identifying potential sites for future park facilities
- Identifying potential sources of funding for the acquisition and development of future parks and recreation facilities

By serving as a supporting document to the County's various planning efforts, the Parks Master Plan provided in-depth analysis of existing park level of service and trends while also identifying future park needs.

CAPRA ACCREDITATION

As a result of this parks master plan effort, the County of San Diego received national CAPRA accreditation, making San Diego County one of only four agencies in California that have earned this honor.

The evaluation by the Commission for the Accreditation of Park and Recreation Agencies (CAPRA) measures the agency's facilities, management, and benefit to the public with 144 benchmarks of quality. The two-year accreditation process requires staff to conduct an extensive self-assessment and demonstrate best practices, with 151 indicators of success.

CLIENT

- County of San Diego
- Marcus Lubich
- 858 966-1348
- Marcus.Lubich@sdcounty.ca.gov

DURATION

- Awarded 2013, Completed On-time and On-Budget 2016

PROJECT FEE

- \$140,460 (KTUA Fee)
- \$175,275 (Total Fees)

SERVICES

- Park Master Planning

KTUA KEY PERSONNEL

- Mike Singleton
- Chris Langdon

DOCUMENT LINK:

<http://bit.ly/2Cxp1P2>



POWER OF ENGAGEMENT

INCLUSIVE

all ages
all abilities
all stakeholders
all interests
all ideas
all voices

COLLABORATIVE

public meetings
stakeholder meetings
1-1 interviews
advisory groups
focus/user groups
formal presentations

INFORMATIVE

project website
social media
newsletters
door hangers
press releases
public announcements

FUN

community events
site tours
walk/roll/bus tours
tactical urbanism
pop up events
farmers markets

EASY

online maps/comments
survey instruments
24 hour access
virtual meetings
multi-lingual
family -friendly

KTUA GUIDING PRINCIPLES

- » Involve stakeholders early.
- » One person, one vote, one voice - don't let a few take over.
- » Address the issues, especially the difficult ones.
- » Build recommendations from the ground up and show how decisions were made.
- » Utilize a logical and sequential decision-making process to gain commitment and identify decisions and actions.
- » Listen, process, present with clarity, adjust and seek alignment.

CLIENT | COMMUNITY COMMENTS

"As a community representative, I have had the pleasure of working with KTUA on two particularly lengthy and sometimes contentious projects. On both projects, the KTUA team has done an outstanding job of taking input from sometimes angry and challenging citizens and distilling it into a comprehensive report or table. Throughout each project, I was repeatedly impressed by their ability to collect and compile masses of data and diverse, often conflicting, opinions into easily understandable charts, tables, diagrams, graphs and conceptual representations that were always made available well in advance of a subsequent public workshop or hearing.

It has long been clear to me that KTUA is not interested solely in doing a job but in doing each job in ways that will most benefit the community or communities of which they themselves are a part."

Judy Swink, Community Representative

250

KTUA
Outreach
Projects

538

Chula Vista Bayfront Parks Online Comments

In-house
multi-lingual staff
(translation | Interpretation)

6

Display boards are developed for a variety of public outreach events to assist in educating community members about the planning process and collecting feedback. KTUA customizes each display board based on client needs and these can range from large display boards for open house events to hands-on materials to collect resident feedback. KTUA has developed unique boards for each project including large-scale maps, visual preference surveys, and information materials.



LIFE CYCLES

☐ Love it
☐ Like it
☐ Dislike it

☐
☐
☐



ECO Tones

Celebrate time and changes through life cycles including human cycles, seasonal, tidal and natural biological cycles. Be inspired and encouraged to extend your own health through increased activity.

General comments:

Walk through and learn about eco-tone edges of different habitats and immerse yourself into the views, sounds, smells, and character of the bay's natural habitats. The concept also supports a volunteer and environmental education program.




TRAIL TYPES (HARD, FIRM, AND SOFT SURFACES)

Higher quantity of hard surface trails

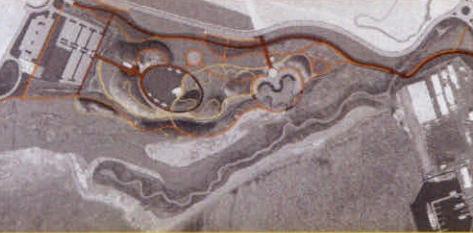


Please comment on the mixture of trail types, quantity of trails, and their general distribution to different areas of the park

☐ Love it
☐ Like it
☐ Dislike it

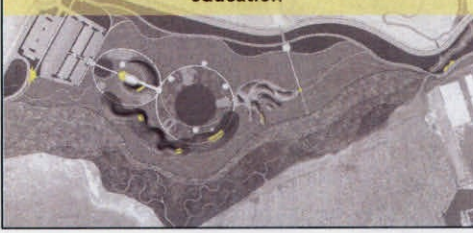
General comments:

Less formal walks but more informal trails



OVERLOOKS / INTERPRETIVE OPPORTUNITIES

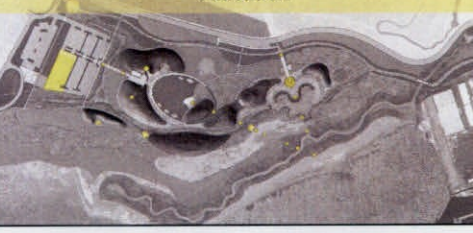
Focus is on bay views and healthy activity education



☐ Love it
☐ Like it
☐ Dislike it

General comments:

Focus is on habitats and environmental education



Display board to facilitate the survey process. Stakeholder design options from the Chula Vista Bayfront Sweetwater Park community workshop.

PRADO REGIONAL PARK MASTER PLAN

Community Workshop

Tuesday, November 13, 2018
6:00 pm - 8:00 pm

Chaffey College Chino Community Center
5890 College Park Avenue
Chino, CA 91710

The San Bernardino County Board of Supervisors is inviting you to help us improve Prado Regional Park.

Are you interested in more recreation and sporting activities, nature and environmental enhancements, or special events?

If so, please become involved in the Master Planning process for the Prado Regional Park, and help develop the vision for the park for the next 20 years! Workshop participants will hear an overview of the plan, comments from elected officials, and get to share their priorities and ideas for how the park can be made even better.

We look forward to seeing you at the workshop.

For additional information please call 909-367-2757

PRADO REGIONAL PARK MASTER PLAN

The San Bernardino County Board of Supervisors is inviting you to help us improve Prado Regional Park. Are you interested in more recreation and sporting activities, nature and environmental enhancements, or special events? If so, please become involved in the Master Planning process for the Prado Regional Park, and help develop the vision for the park for the next 20 years!

Park User Survey

Please see the reverse side of this sheet for remaining questions.

1. In what zip code do you live? _____

2. How frequently do you use Prado Regional Park? (Check one)

___ Weekly
___ Monthly
___ Quarterly
___ Annually for a recurring special event

3. Which of the following park activities do you most frequently participate in at Prado Regional Park? (Check all that apply)

___ Fishing
___ Boating (SUL, kayak, motorized)
___ Picnicking
___ Camping
___ Disc golf
___ Playgrounds at the universal playground
___ Splash pad playground
___ Nature trails
___ Mountain biking trails
___ Events at multi-purpose room

4. What are the top three things that would move Prado Regional Park from good to great?

First _____
Second _____
Third _____

5. What would you like us to know or consider?

To stay involved with this project, please visit: www.sbcosd.org/prado

For more information please contact:
Martha Davis, Regional Parks Department Director
martha.davis@sbcounty.org

157 East Ninth Ave
San Bernardino, CA 92410
909-367-2757

Prado Regional Park Master Plan: Community Preference Survey

Let us know which amenities and programs you would like the Prado Regional Park Master Plan to include by marking the circles next to your 5 highest priorities in each category. The park cannot include everything on the list and survey responses will help identify community preferences. Write additional ideas in blank spaces at the bottom. We appreciate your input!

Think Big	Think Fun	Think Smart
☐ Amphitheatre	☐ Interpretive signs + panels	☐ Interactive art
☐ Music stage	☐ Interpretive hike talking points	☐ Kinetic art
☐ Tough Mudder/ Spartan Races	☐ SD bay boating history panels	☐ nature-inspired art
☐ Running events	☐ orienteering course	☐ map plaza + viewscopes
☐ Olympic shooting range	☐ geocaching + compass areas	☐ wildlife viewing blinds
☐ Archery range	☐ group education pavilion	☐ viewpoints + overlooks
☐ Hiking trails	☐ small talk education areas	☐ dunes + natural landforms
☐ Bike trails (paved/unpaved)	☐ "No touch" wetland garden	☐ native plant gardens
☐ nature-themed exercise area	☐ "No touch" wetland pier/bridge	☐ pollinator + butterfly gardens
☐ trail geo-course equipment	☐ nature-themed playground	☐ water quality/rain-gardens
☐ measured running loops	☐ education beach at marsh	☐ shuttle + information kiosk
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐

Favorite park, interpretive space, or hiking & walking destination: _____

Your zipcode: _____

Draft Vision Statement



Prado Regional Park will be a premier park for Southern California and will include amenities and activities that will make it a first choice for a regional recreation destination.

Suggested Changes or Additions (use post it notes as well):

Put Stars Here for Your Highest Priority
(please no more than 3 per person)

Draft Supporting Goals

★★★★★★★★★★★★



1) "Events to Remember" - the park should expand events and programs using innovative solutions to address parking, access, flooding and noise concerns. The public should be made more aware of the opportunities and assets of the park.

★★★★



2) "Group Fun and Individual Adventures" - family oriented and group focused but with a nod to individual accomplishments and learning.

★★★



3) "So Much More than a Park" - the park should include activities and facilities well beyond what other community and neighborhood parks offer in the valley. It should provide cohesive but diverse character and design elements.

★★★★★★★★★★★★



4) "Agricultural Roots to Grow From" - the park should feature the valley's agricultural past, highlighting the contribution to social, economic and physical conditions found today and adding an educational component to the plan.

★★★★★★★★★★★★



5) "Nature's Way" - celebrate natural park areas by allowing visual and appropriate access, providing the opportunity for the community to learn and increase respect for nature.

★★★★



6) "Let it Rain" - the park is a flood basin behind a dam that functions to protect public safety and property. Opportunities to excavate soil to increase wetlands could help to create decreased flooding in some areas.

★★★★



7) "Ways to Go" - access should be improved for vehicles, transit, bikes, and hiking to reduce congestion while providing safe and convenient routes into the park.

★★★★★★★★★★★★



8) "Stay a While" - Programs, partners and special events should all focus on encouraging regional visitors to stay in the park overnight or for extended day use.

★★★★★★★★★★★★

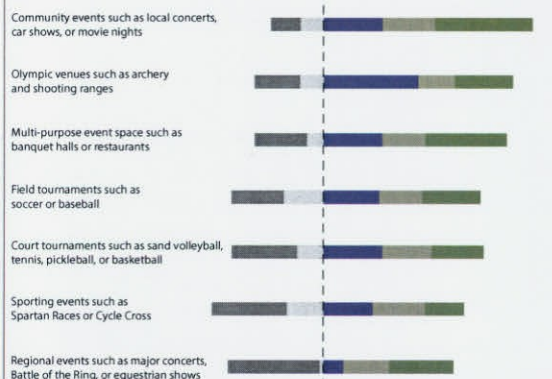


9) "Keep it Fun" - Adults, teens and children should be encouraged to play and be adventurous!

Wine tasting (Adults only)

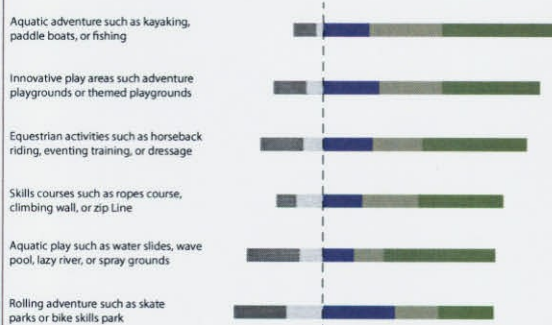
Think Big: What type of site amenities are important to you?

Priority Level
Not Important 1 2 3 4 5 Very Important



Think Fun: Which of the following adventure-based activities are a priority to you?

Priority Level
Not Important 1 2 3 4 5 Very Important



Survey results bar graph from Prado Park Master Plan community workshop.

KTUA offers many graphic and outreach tools that increase project clarity and communication.

SIMPLE MODELING

KTUA leverages their vast library of 3D content as well as the latest procedural modeling tools to rapidly generate realistic 3D representations of projects. 3D models help convey proposed changes to the community and can be used in conjunction with photography and videos to create photo-realistic content.



HUD Guidelines for Creating Walkable and Bikeable Communities

PROCEDURAL MODELING

Procedural modeling techniques are used to rapidly generate 3D content based on a set of rules. KTUA most commonly relies on ESRI's CityEngine to perform this type of modeling which uses GIS as the base, and custom CGA scripts to apply extrusions, densities and textures to geographic data. Procedural modeling allows KTUA to quickly generate large areas of 3D content for use in a variety of transportation and land use applications.

PHOTO SIMULATIONS

Visual simulations, or photo simulations, are developed using various software packages to overlay a 3D model of a proposed design over a high quality photograph of the location. Simulations allow the community to visualize the look and feel of proposed projects, and provide comments that help improve the project.

WEB AND GIS TOOLS

Web GIS, or tools allow spatial data to be hosted on the web and shared with users in a variety of formats. Users interacting with web GIS tools are able to view, manipulate and create spatial data for all aspects of projects.

ANIMATED MOVIES

KTUA captures high resolution photography throughout the life of projects, documenting site conditions, outreach events and tactical urbanism installations. Photographs are most commonly used to illustrate the planning process in reports, and augment 3D models through simulations. Videos are also used to document the life of a project as well as to create realistic fly-throughs of 3D models.



Video: City of San Diego Re-Imagine Normal Street Linear Park



City of San Diego Olive Street Park 3D Photo Simulation

EMG

EMG specializes in preparing technical assessments and inventory – we have created many custom data collection protocols and reporting systems - which have allowed us to be highly efficient. EMG adds value because we specialize in these types of reports and can act as an experienced consultant for maintenance software planning.

EMG has partnered with many firms to provide cost effective technical assessment support on park and recreation master planning projects. Our services include site visits/assessments, reports, cost estimates, and a capital planning cloud-based database.

With a reliable track record of more than a million completed projects across all 50 states, EMG is the largest technical assessment and project management company in the nation. Our team offers clients a broad range of services around the life cycle of their facilities including engineering and environmental assessments upon acquisition or financing, capital planning, and program and project management.

GREENPLAY

GreenPlay LLC operates as a consortium of experts to provide services nationally for park, recreation, open space, and related agencies. In 1999, Teresa Penbrooke, PhD, MAOM, CPRE, an experienced public parks and recreation professional, identified certain needs in the industry that were not being fully satisfied. Teresa noticed that although many land planning, design, and architecture consultants serviced this industry, most did not have actual operations and management experience within the profession. This reality forced parks and recreation organizations to rely on guidance from multiple consulting firms, often spending needless time organizing and managing these specialists into one cohesive team. GreenPlay became a viable solution by offering practical, innovative, and comprehensive consulting services by professionals with direct experience in parks, recreation, and open space operations and management.

GreenPlay is a 100% Woman-Owned Business and is WBE, DBE, and SBE Certified.

RRC ASSOCIATES

RRC has extensive experience with parks, recreation, open space, and trails needs assessment studies for cities, counties, recreation districts, and also at the state level. The goal of the studies is to obtain citizen input on a variety of topics related to parks and recreation use, values, and community priorities for future improvements. Many studies also have particular emphasis on gauging support for community recreation centers and aquatic facilities. A variety of research techniques are used in the studies, including telephone, mail, Internet, user surveys, and focus groups. Current satisfaction levels with existing

Relevant Experience

- City of Hayward Recreation and Park District comprehensive facility condition assessment, energy audits, and ADA transition plan
- City of Oceanside Comprehensive facilities condition and needs assessment of 43 buildings
- City of Garden Grove facility condition assessment and ADA transition plan
- City of El Segundo citywide facilities condition assessment and ADA transition plan

Additional Municipal Parks Experience (partial CA list)

- City of Brea
- Orange County Parks
- City of Ambrose Parks and Recreation District
- City of Truckee Donner Parks

**Relevant Experience**

- City of Hesperia parks master plan*
- City of Encinitas parks, open space and trails master Plan*
- San Luis Obispo park needs assessment and recreation and leisure trends analysis*
- City of Santa Maria park master plan, leisure needs assessment and action plan*
- City of Phelan/Piñon Hills park master plan*
- City of San Gabriel parks and open space master plan*
- City of Santee parks and recreation master plan update*
- City of Walnut, Walnut park master plan*
- City of Signal Hill park master plan*
- Pleasant Valley Recreation and Park District/ City of Camarillo recreation and park district needs assessment

**Project Experience with KTUA*



facilities and programs are also measured, as is the relative importance of specific new priorities, facilities, and policies most desired and needed by the communities. Results and conclusions from the research help guide the development of parks and recreation master plans in the communities.

RRC has partnered with KTUA and GreenPlay on numerous parks and recreation facilities master plan projects.



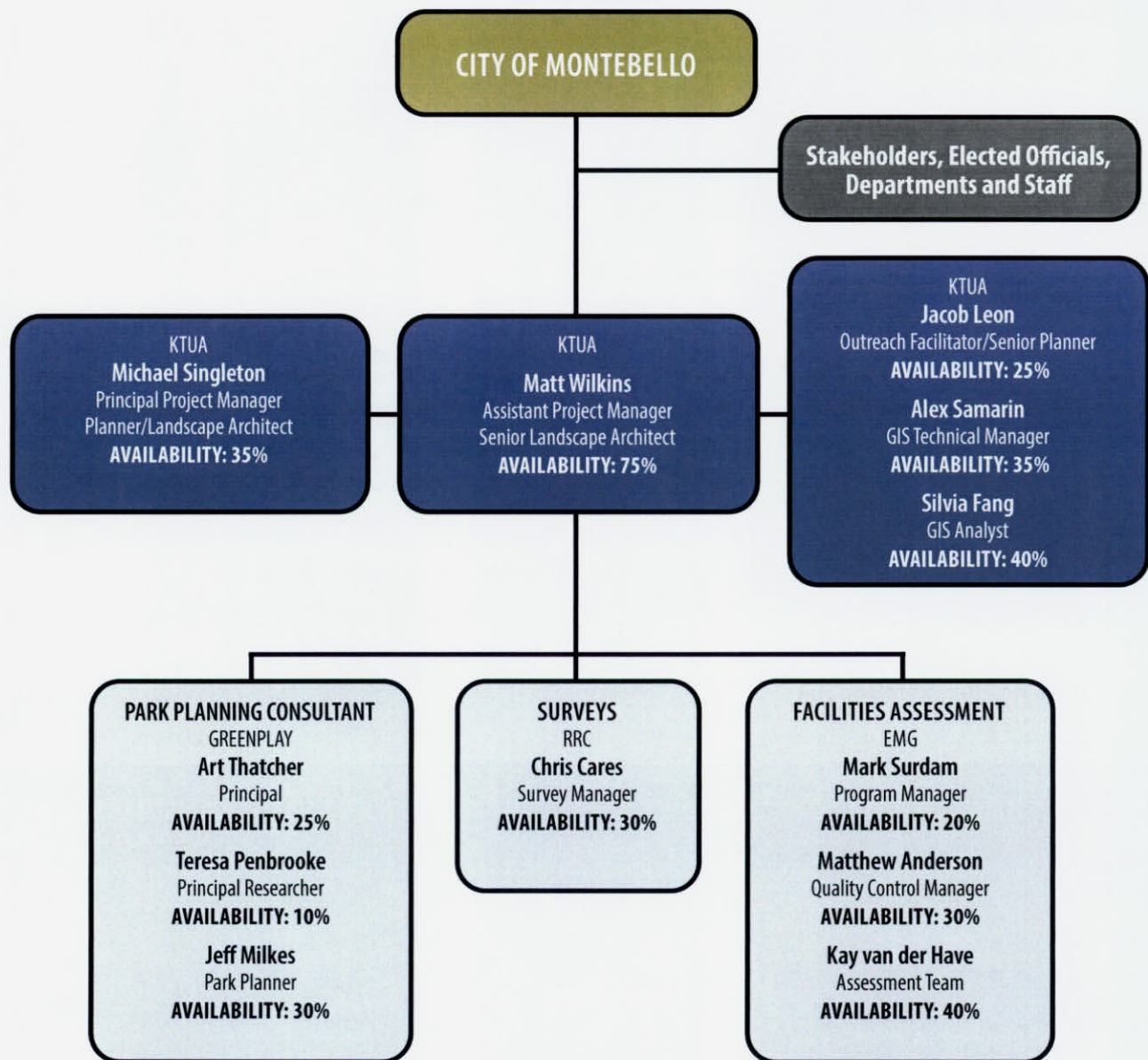
PROJECT & LOCATION	City of La Mesa MacArthur Park Opportunities and Constraints Study
AGENCY	City of La Mesa
CONTACT NAME	Sue Richardson
EMAIL	srichardson@ci.la-mesa.ca.us
CONTACT PHONE	619-667-1308
DATES OF SERVICE	Completed 2018
KTUA KEY STAFF	Mike Singleton

PROJECT & LOCATION	City of Santee Parks and Recreation Master Plan Update
AGENCY	City of Santee
CONTACT NAME	Bill Maertz
EMAIL	bmaertz@cityofsantee.ca.gov
CONTACT PHONE	619-258-4100 x125
DATES OF SERVICE	Completed 2017
KTUA KEY STAFF	Mike Singleton

PROJECT & LOCATION	City of Goleta Parks Master Plan
AGENCY	City of Goleta
CONTACT NAME	JoAnne Plummer
EMAIL	jplummer@cityofgoleta.org
CONTACT PHONE	805-562-5505
DATES OF SERVICE	2018-2019
KTUA KEY STAFF	Mike Singleton, Juan Bonilla, Silvia Fang

PROJECT & LOCATION	City of Pico Rivera Urban Greening Plan
AGENCY	City of Pico Rivera
CONTACT NAME	Julia Gonzalez
EMAIL	juliagonzalez@pico-rivera.org
CONTACT PHONE	562-801-4447
DATES OF SERVICE	Completed 2018
KTUA KEY STAFF	Mike Singleton, Joe Punsalan, Juan Bonilla

PROJECT & LOCATION	County of San Bernardino Prado Regional Park Master Plan
AGENCY	County of San Bernardino
CONTACT NAME	Beahta Davis
EMAIL	Beahta.Davis@parks.sbcounty.gov
CONTACT PHONE	909 387-2886
DATES OF SERVICE	Ongoing 2019
KTUA KEY STAFF	Mike Singleton, Jacob Leon, Chris Stebbins



STAFF AVAILABILITY

Average staff availability for our company for work starting in the next three months is generally about 25-40% average with peaks going to 100% and slower times dropping to 10%. Michael Singleton has shifted his principal responsibilities for running the company and has now focused on billable support of project deliverables. He has an average of 25%- 35% available time. Matt Wilkins has recently rejoined KTUA. As his new job position here at KTUA has just restarted, he is 75% available for new work. All other estimate of availability specifically for this project are shown above.

STAFF RESOURCES: 12 Landscape Architects, 2 Landscape Designers, 6 Planners, 2 Transportation Planners, 2 Irrigation Designer, 2 GIS Analysts, 1 Graphic Designer, 1 Transportation Engineer. Additional Capabilities: Outreach Facilitators, Interpreters and Translators.

CURRENT WORKLOAD: The KTUA team's staff and current workload is at a point where we have ample capacity to make this a priority project, as it should be. Many of our projects are winding down and staff is eager to get started on this important project. KTUA maintains weekly internal management meetings to keep projects on schedule and on budget. Our staff and team members are committed to providing the service, innovation, and award-winning products this project expects.

STAFFING COMMITMENT: Key KTUA personnel are available for the duration of the project. Key staff will not be removed or replaced without the prior consent of the City of Montebello. KTUA will provide services at the San Diego, CA office.

KTUA STAFFING PROCESS:

- KTUA utilizes the Resource Planning module of Deltek Vision for weekly staff scheduling, allowing us to accurately schedule staff resources with the appropriate experience to meet project deadlines.
- The assigned project manager is involved in the review of the scope, the preparation of the fee and the contract negotiation.
- The project manager works with the client to develop and validate the overall goals and objectives of the project, as well as identify project issues, requirements, budgets, milestones, deadlines, and design parameters.
- A project schedule is developed by the project manager indicating all submittals and review periods. The QC manager reviews the schedule to assure that adequate time has been allocated for implementation of the quality control process, including review and coordination of consultant work, and corrections and revisions identified in the QC process.
- KTUA policy is to assign a team of experienced professionals that stay with the project from concept through completion, ensuring seamless integration from one phase to the next.

December 2019			KTUA KEY PERSONNEL					KTUA ROLE	
Project Name	Client	Percent Complete	Project Manager	Principal Planner	GIS Analyst	Outreach Facilitator	Planner	Prime	Sub
Goleta Parks Master Plan	City of Goleta	99%	Singleton	Singleton	Fang	Singleton	Bonilla	●	
Oceanside Parks Master Plan	City of Oceanside	99%	Singleton	Punsalan	Fang	Singleton	N/A	●	
Placentia Urban Greening Plan	SCAG/City of Placentia	95%	Whalen	Singleton	Samarin	Leon	Leon	●	
Victorville Parks Master Plan	City of Victorville	10%	Samarin	Singleton	Fang	Leon	N/A		●
Grover Beach Community Center	City of Grover Beach	10%	Wilkins	Singleton	Fang	N/A	N/A		●
Ontario Parks Master Plan	City of Ontario	0%	Wilkins	Singleton	Fang	Leon	Bonilla	●	
Baron Ranch Park Master Plan	County of Santa Barbara	30%	Carpenter	Singleton	Samarin	Leon	Basra	●	
SBCTA Story Maps	SCAG/SBCTA	80%	Samarin	Punsalan	Samarin	N/A	N/A	●	
Menifee ATP	City of Menifee	25%	Bertulis	Punsalan	Fang	Leon	Bonilla	●	
Barton Rd and Michigan Complete Streets	City of Grand Terrace	75%	Bertulis	Punsalan	Fang	Leon	Bonilla	●	

Mike Singleton is the principal of KTUA's planning team. A common theme for Mike's work is the integration of nature into new development and the reintroduction of nature in existing communities. He combines his experience with utilizing GIS tools for an in-depth analysis of geographic, demographic, land use and transportation factors along with his site planning, park planning and resource planning background.

Mike has successfully served as a workshop/project facilitator for a wide variety of project types, including community redevelopment, park master plans, natural resource management plans, active transportation and trail projects. He works in close coordination with community groups, citizen advisory committees, task forces, city agencies and other public groups to identify project goals and community concerns, discuss project alternatives, and develop solutions to the benefit of the user, client and community.

City of Goleta Parks, Facilities, and Playgrounds Master Plan

Principal-in-charge responsible for public outreach, performing an existing conditions and inventory analysis, conducting a Level of Service analysis, developing design standards, developing recommendations for park infill capabilities, developing recommendations for new parks, devising a funding plan, and creating a priority and action plan.

City of Pico Rivera Urban Greening Plan

Principal-in-charge responsible for overseeing outreach events, subconsultant tasks and bikeway and pedestrian project development. Responsible for keeping the project moving to meet the tight grant deadline requirement. Responsible for the design and feasibility analysis of pilot projects that integrate the active transportation network with groundwater infiltration and urban forestry

City of Oceanside Parks and Recreation Master Plan

Principal landscape architect for the City of Oceanside Parks and Recreation Master Plan. Tasks included conducting extensive public outreach (which include public workshops and pop-up events), performing an existing conditions and inventory analysis, conducting a Level of Service analysis, developing design standards, developing recommendations for park infill capabilities, developing recommendations for new parks, devising a funding plan, and creating a priority and action plan. Responsible for overseeing the writing; and production of maps, graphics and tables for the final document.

County of San Diego Parks Master Plan

Principal landscape architect for a Park and Recreation Master Plan to allow the County to pursue and receive CAPRA accreditation. The scope included a needs assessment, demographic analysis, asset inventory, trend analysis, level of service, program/facility balancing, outreach and capital improvement recommendations. The study provided recommendations for the 24 County CPAs where the analysis and recommendations are handled at a local contextual level with the goal of balancing park and recreation demand and assets.

County of San Bernardino Prado Regional Park Master Plan

Principal/project manager for the Prado Regional Park Master Plan, a comprehensive planning and design effort to update the 1984 park master plan. The park consists of 2,000 acres, owned by the Army Corps of Engineers and leased to County of San Bernardino. Current uses include wetland habitat, floodplain open space, golf course, a reclaimed water recreational lake with live flow into the basin, an RV campground, frisbee golf course, a shooting range, an archery range, playground, splash pads, picnic areas and a trail system. Expansion of adventure and sporting activities, nature centers, trail systems, enhanced camping experiences and community gardens were considered. The plan used GIS analysis and major public outreach to inform the process. Revenue production, cost benefit analysis and regional market feasibility were scope items applied to the selected uses and amenities and helped the public prioritize.



EDUCATION

- B.S. Landscape Architecture, Cal Poly San Luis Obispo, 1981

REGISTRATIONS

- 2011 AICP Certified Transportation Planner
- 2009 LEED-AP (Lifetime Certification)
- 1984 California Landscape Architect, PLA 2386, exp. 9/2019

AFFILIATIONS

- American Society of Landscape Architects
- American Planning Association
- Association of Pedestrian and Bicycle Professionals
- Circulate San Diego

AWARDS

- 2019 APA Inland Empire Comprehensive Plan - Large Jurisdiction, Riverside Transit Agency First & Last Mile Mobility Plan
- 2019 APA San Diego Achievement Award, Transportation Planning, City of Vista Townsite Dr. Corridor Study
- 2019 SCAG Sustainability Award, 2019 APA Inland Empire Merit Award, Hemet Mobility Hub
- 2019 SCAG Sustainability Award for Active, Healthy and Safe Communities, City of Central Santa Ana Complete Streets Plan
- 2018 APA City of National City Downtown Specific Plan (Best Comprehensive Plan - Small Jurisdiction); 2018 Circulate San Diego Momentum Award - Healthy Community
- 2017 HUD: Creating Walkable and Bikeable Communities, APA San Diego Section Best Practice Award
- 2017 Honor Award for Parks: San Diego State University Student Recreation Field, APWA San Diego

Matt Wilkins is a senior landscape architect at KTUA. Matt has worked in inter-disciplinary groups throughout his career and brings valuable knowledge of sustainability, park design, landscape architecture, construction, and digital technology to the team. His dedication to the profession and interest in 3D and digital technology has allowed him to lead the discussion about technology use in practice. He is currently the co-chair of the Digital Technology PPN Network for ASLA and a frequent presenter at national conferences. He has performed numerous field investigations, prepared and led park design from concept to completion, and has created various 3D models, animations and photo simulations for site and city-wide design solutions. With his passion for building a better tomorrow and background in athletics, he is dedicated to building better parks for our communities.

City of Santa Barbara Ortega Park Master Plan*

Project manager/lead designer for the 9.5 acre park. The project included public workshops, meetings with key stakeholder groups, and City departments. After closely evaluating the park's opportunities and constraints along with the community's desires, the team established the programmatic needs for the park which included: a new multi-purpose artificial turf field, a year-round aquatics facility, a shared community building and park restrooms, a skatepark facility, central BBQ and picnic area, pedestrian promenades, a community playground, a full basketball court, bocce-ball and ping-pong facilities and perimeter parking and pedestrian circulation improvements. The final master plan document recorded the process and provided a plan for future improvements including phasing and funding opportunities for consideration. The overall park improvements are estimated to be between \$15-\$20M.

City of Santa Barbara Ortega Park Preliminary Design and Right of Way Construction Documents*

Project manager/senior landscape architect. Following the master plan process for Ortega Park, the City of Santa Barbara decided to move forward with construction documents for the surrounding streets, sidewalks, and entrance to the existing Welcome House for the Park. Worked with the City and the civil engineering team, to produced plans, specifications, and estimates for the hardscape, landscape, and irrigation improvements surrounding the Park. This process involved having working knowledge of the big picture park design, while also understanding the site grading, irrigation, and development regulations to develop plans for the Park. In pursuit of a grant, the team fulfilled the requirements to allow the City to move forward with the improvements.

City of Santa Barbara Dwight Murphy Field Master Plan*

Project manager/lead designer for a 10.5 acre park located near the Santa Barbara Zoo and blocks away from the beach. The project included public workshops, meetings with key stakeholder groups, and City departments. After evaluating the park's opportunities and constraints along with the community's desires, the team established the programmatic needs for the park which included: a new full size soccer field, a youth baseball field, a fitness area, a family plaza and BBQ area, pedestrian promenades, an all-abilities playground, a restroom facility, a new parking lot, and perimeter parking and pedestrian circulation improvements. The final master plan document recorded the process and provided a plan for future improvements including phasing and funding opportunities for consideration. The overall park improvements are estimated to be between \$14-\$19M.

Additional Experience

- City of Grover Beach Senior Center Feasibility Study*
- City of Victorville Parks Master Plan*
- City of Carlsbad Ocean Street Beach Access
- City of Lemon Grove Main Street Promenade

***Project experience while with another firm.**



EDUCATION

- B. Landscape Architecture, Minor in Sustainability, Cal Poly, San Luis Obispo, 2011
- Architectural Studies, Allan Hancock College 2008

REGISTRATION

- 2012, LEED Green Associate
- California Landscape Architect, CA PLA #6398

AFFILIATIONS

- American Society of Landscape Architects,
- Digital Technology Practicing Professional Network, Co-chair

RECOGNITION

- 2017 APWA, Armormite Drive Complete Street Plan

Jacob Leon is an associate planner and outreach facilitator at KTUA. His project responsibilities entail network and facility design, public outreach, technical drafting and 3D modeling. He is an integral member of KTUA's tactical urbanism team, raising public awareness of the benefits of thoughtful urban design, safe pedestrian and bicycle accessibility, and green infrastructure. His strong background in 3D modeling and graphic design allows him to produce effective digital and printed media to help communicate design concepts. His planning experience includes park and recreation master plans, active transportation plans, complete streets plans, bicycle and pedestrian master plans. These projects entail network and facility design, public outreach, technical drafting and 3D modeling. His experience in landscape architecture includes feasibility studies, site analysis and park design. His passion for the outdoors and nature inspires him to advocate for holistic urban design.



County of San Bernardino Prado Park Master Plan

Senior planner responsible for coordinating community engagement strategies and materials for project milestones. Developed project branding, a Community Engagement Plan, workshop flyers, fact sheets, and exhibits. Provides Spanish translation and interpretation services for workshop announcements and day-of activities. His park and mobility planning background contributed to valuable feedback on several elements such as walking, biking, and trail access.

City of La Mesa MacArthur Park Opportunities and Constraints Study

Outreach facilitator responsible for coordination and preparation of materials for three community workshops. Public outreach materials included on-line and paper surveys, flyers, postcards, and email announcements. Spanish translation and interpretation were included for all materials and workshops. He also analyzed and summarized all public input to use as a guide for future recommendations. Additional involvement included field work, a site analysis of the project's site and boundaries, and document production.

City of Placentia Open Spaces and Urban Greening Plan

Assistant project manager. Designed, coordinated, and completed many tasks throughout the project's planning process. Assisted in the development of a comprehensive community engagement plan that included strategies, branding, announcements, workshop exhibits, and summaries in both English and Spanish. Also helped develop park and active transportation recommendations based on the field work, analyses, and community feedback the team received.

City of San Jacinto Trails Master Plan

Project manager responsible for all day-to-day project correspondence and tasks including community outreach coordination, existing conditions analysis, field investigations, project development, and document design. Responsibilities also included coordinating with neighboring jurisdictions, stakeholders, and city staff to develop a comprehensive Trails Master Plan that will guide the City with future grant opportunities for project implementation.

City of Corona Trails Master Inventory

Assistant project manager/outreach facilitator responsible for coordinating community engagement strategies and materials for project milestones such as project branding and the Community Engagement Plan.

Additional Experience

- Southwestern College Landscape Nursery Technology Center/South Bay Botanic Garden
- San Diego State University Athletic Fields Feasibility Study
- City of El Centro Combined Active Transportation/Safe Routes to School Master Plan

EDUCATION

- Bachelor of Landscape Architecture, Cal Poly, San Luis Obispo, 2013

REGISTRATION

- 2014, LEED Green Associate

AFFILIATIONS

- American Society of Landscape Architects
- Association of Pedestrian and Bicycle Professionals

RECOGNITION | AWARDS

- 2019 APA Inland Empire Comprehensive Plan Small Jurisdiction, San Jacinto Trails Master Plan
- 2019 APA Central Coast; 2018 APWA-California Central Coast Project of the Year, Special Studies Under \$2M Category; Goleta BMP Award of Excellence
- 2019 APA Central Coast-Paso Robles BMP Award of Merit
- 2019 APA San Diego Achievement Award, Transportation Planning, City of Vista Townsite Dr. Corridor Study
- 2019 SCAG Sustainability Award for Active, Healthy and Safe Communities; and 2019 APA OC Transportation Planning Merit Award: City of Santa Ana - Central Complete Streets Plan
- 2018 APA (Best Comprehensive Plan - Small Jurisdiction); 2018 Circulate San Diego Momentum Award - Healthy Community, City of National City Downtown Specific Plan
- 2017 APA San Diego Section, HUD Guidelines for Creating Walkable & Bikeable Communities
- 2017 APWA San Diego, SDSU Student Recreation Field

SPECIAL SKILLS

- Spanish fluency

Alex Samarin provides technical oversight for GIS workflows, and guides GIS analysis for assessing the impact of planning projects. He has a broad range of experience applying GIS in utilities management, transportation planning, and environmental analysis. Alex is passionate about projects that provide mutually-beneficial solutions to the human-environment relationship. His previous work spanned regional transportation modeling, regional habitat connectivity, and utility network mapping.

City of Hesperia Parks Master Plan

GIS manager, conducted analysis of park amenities and population level-of-service, focusing on recommendations for new facilities and active transportation connections among parks.

City of Phelan - Piñon Pines Parks Master Plan

GIS manager for park level-of-service analysis in two rural communities underserved by park facilities. Analysis considered the unique context of sparse populations, greater distances and drive times, as well as population growth and potential future parks and amenities.

County of San Bernardino Prado Regional Park Master Plan

GIS manager, conducted and evaluated opportunities and constraints for the development of amenities and open space conservation in an urban regional park setting. This included consideration of physical variables such as elevation, slope, soil type, and flood inundation; access to active use and open space park areas via trails; current concessions and lease agreements, as well as legal settlements for future open space areas.

County of San Luis Obispo Parks Needs Assessment

GIS manager, performed level-of-service analysis for San Luis Obispo County based on population projections and parks distribution. This included a travelshed population analysis, segmented by park type, travel mode, and travel time.

City of Corona Trails Master Plan Inventory

GIS manager for citywide trail inventory. Managed public outreach applications for data collection. Data collection included mobile and desktop applications for collecting public input on frequented trails, as well as public stakeholder outreach meetings and events.

City of National City INTRA-Connect

GIS manager for a sustainable communities project focusing on identifying areas for compact infill development, and development of recommendations for 10-minute "walk neighborhoods," 10-minute "drive communities," and 10-minute to transit connections. As GIS manager, conducted community-level land-use and transportation analysis utilizing LEED Neighborhood Development standards.

City of Hemet Urban Greening Grant Application

GIS manager, mapped bike and pedestrian collisions using SWITRS data; calculated carbon sequestration resulting from trees in project proposal using USDA i-Tree Planting tool; and calculated reductions in CO2 emissions from mode-share shift using California Air Resources Board (CARB) methodology.

Vail Lake Trail Management, Lake Management, and Capital Improvements Plans, Temecula, CA

GIS manager, managed data and GIS staff for trails management plan as a component of the overall site development and operations plan for privately-owned RV and camping resort. Recommendations for trail management considered the connectivity of park amenities and complete trail network connectivity; type of trail users; historical and desired uses; and biological and physical constraints.



EDUCATION

- M.A. Geography, (Natural Resource Management and Environmental Policy), San Diego State University, 2015
- B.A. Geography, (Geographic Information Systems), Minor, Environmental Law and Planning, UC Santa Barbara, 2008

AFFILIATIONS

- Association of Environmental Professionals (AEP)

Silvia Fang is a Planner and GIS Analyst at KTUA. Her experience in mobility planning projects include active transportation plans, complete street plans, bicycle and pedestrian master plans. She brings both planning domain knowledge and GIS capabilities to projects. Typical duties entail data creation/editing, spatial analysis and calculation, mapping, feasibility analysis, network and facility design, public outreach, graphic design and 3D modeling. She has highly refined cartographic design and presentation skills, and ability to work in a team setting. Her passion in active transportation and sustainable development inspires her to advocate for holistic and inclusive planning.

City of Oceanside Parks Master Plan

GIS analyst responsible for analysis and modeling for the facility distribution, service area coverage, and capacity projection.

City of Goleta Parks, Facilities and Playgrounds Master Plan

Project planner and GIS lead for a city-wide park and amenities master plan. Provided outputs and supports to the project manager in all aspects, including field and desktop facility inventory, facility distribution analysis and visualization, capacity projection, community engagement materials and summary, and branding feature design.

San Bernardino County Transportation Authority Dynamic Data Stories

Main composer of an interactive data application using ESRI GIS Online for San Bernardino County Transportation Authority. Responsible for data collection and curation, design and development of the application, communication coordination, collecting and address feedback from the client and audience.

City of San Jacinto Trails Master Plan

Project planner assisted with the development of a city-wide bicycle and trails master plan update. Responsible for the creation of GIS data, the analysis of public input to determine the highest priority areas, and map creation. Conducted existing conditions and analysis mapping such as land use, trail facility, right-of-way, first-last mile analysis, bike and pedestrian traffic safety assessment, and health and equity index.

City of El Centro Active Transportation Plan and Safe Route to School Plan

Project planner and GIS support for a city-wide mobility project that aims to promote safe routes to school amenities, including buffered bike lanes, bike boulevards, bike paths and bike lanes. Responsible for the creation and management of GIS data including existing and proposed trail system, quarter-mile school zones, and pedestrian facility inventory. Investigated traffic calming and intersection control opportunities within each school zone, and assisted with developing design alternatives.

City of Jurupa Valley Circulation Master Plan for Bicyclists and Pedestrians

Project planner and GIS support for a citywide active transportation plan focusing on public rights-of-way improvements to support increased use through more comfortable and safer conditions for pedestrians and bicyclists. Scope included evaluating best practices to integrate recreational and transportation needs and better utilizing trail systems for overall non-motorized transportation connectivity to parks, schools and shopping destinations. Project responsibilities included plan and document updates. Investigated traffic calming and intersection control opportunities within each school zone.

City of Vista Emerald and Townsite Drive Complete Street Plan

Project planner and GIS lead for a bike mobility and traffic calming complete street project. Provided outputs to the project manager in all aspects, including site and desktop assessment, geo-spatial analysis and visualization, corridor design, community engagement materials and summary, grant and report writing.



EDUCATION

- Master of City Planning, University of Pennsylvania
- B.A. Urban and Regional Planning, University of Illinois, Urbana-Champaign, minor: Natural Resources and Environmental Science

REGISTRATION

- LEED AP ND

AFFILIATIONS

- American Planning Association
- Association of Pedestrian and Bicycle Professionals

AWARDS

- 2019 APA San Diego Achievement Award, Transportation Planning, City of Vista Townsite Dr. Corridor Study
- 2019 APA Inland Empire Comprehensive Plan Small Jurisdiction, San Jacinto Trails Master Plan

SPECIAL SKILLS

- Mandarin fluency



Art Thatcher, MPA, CPRP

Principal-in-Charge, Project Manager



Work Experience:

Art is a Certified Parks and Recreation Professional with 30 years of experience in public parks and recreation operations, programming and administration, volunteer board leadership, facility design and operations, and community engagement. Throughout his career, Art has concentrated on strategic and master planning, youth civic engagement and teen comprehensive planning, operations and facility management planning, outdoor adventure recreation development and programming, and community engagement facilitation. Art is a well known speaker at the local, state, and national level, and lecturer in the Parks, Recreation and Tourism Department at Old Dominion University. He was the 2014 President and Chair of the Board of the Virginia Recreation and Parks Society.

Education & Certification

- Old Dominion University, Masters of Public Administration, 2005
- Christopher Newport University, Bachelors of Science, 1981
- Certified Parks and Recreation Professional, National Recreation & Parks Association (NRPA)
- NRPA Director School, 2010; NRPA
- School of Sports Management, 1990; NRPA
- Leadership Training Institute, 2014; VRPS
- The Business Institute for Parks, Recreation and Leisure Services, 2002; NRPA
- LEAD, Weldon Cooper Center for Public Service (UVA), 1999

Speaker/Presenter

- NRPA
- Virginia Parks and Recreation Society
- California Parks and Recreation Association
- Colorado Parks and Recreation Association
- Maryland Parks and Recreation Association
- GP RED Think Tank
- Oregon Parks and Recreation Association

- GreenPlay LLC, Project Consultant: 2013 - Present
- Bureau Manager of Recreation and Human Development – City of Norfolk, VA
- Information Technology Project Coordinator – City of Hampton, VA
- Superintendent of Parks & Recreation – City of Hampton, VA
- Operations Director, Norfolk FestEvents Ltd. – Norfolk, VA
- Director of Parks and Recreation – City of Poquoson, VA

Representative Project Experience

- Amherst, NY – Recreation and Parks Master Plan Update
- Arlington County, VA – Sports Fields Use Study
- Bethlehem, NY – Parks and Recreation Master Plan
- Carbon Valley Recreation District, CO – Parks and Recreation Master Plan
- Caswell County, NC – Parks and Recreation Master Plan
- Chatham County, GA – Parks and Open Space Master Plan
- Clovis, CA – Parks Master Plan
- Dublin, CA – Parks and Recreation Master Plan
- Encinitas, CA – Parks and Recreation Master Plan, and Financial Sustainability Assessment
- Glenwood Springs, CO – Park, Recreation, Open Space and Trails Master Plan
- Gloucester County, VA – Needs Assessment for Parks, Recreation, and Tourism
- Greenbelt, MD – Recreation and Park Facilities Master Plan
- Hesperia Recreation and Park District, CA – Master Plan
- Maitland, FL – Parks and Recreation Master Plan
- Manassas, VA – Parks, Recreation, & Culture Needs Assessment and Facilities Plan
- Martin County, FL – Parks and Recreation Master Plan
- New Hanover County, NC – Department of Parks and Gardens Master Plan Update
- Oceanside, CA Parks and Recreation Master Plan
- Roanoke Regional Partnership, VA – Outdoor Needs, Operations Capital and Financial Analysis
- San Diego County, CA – Parks and Recreation Master Plan
- San Gabriel, CA – Parks, Recreation, and Open Space Master Plan
- Santa Ana, CA – Services and Financial Sustainability Assessment
- Santa Maria, CA – Parks and Recreation Needs Assessment and Action Plan
- Santee, CA – Parks and Recreation Master Plan Update
- Signal Hill, CA – Parks and Recreation Master Plan
- Wake Forest, NC – Parks, Recreation, and Cultural Arts Master Plan
- West Palm Beach, FL – Parks and Recreation Master Plan
- Williamsburg, VA – Parks and Recreation Master Plan
- Wilsonville, OR – Parks and Recreation Comprehensive Master Plan



Teresa Penbrooke, PhD, MAOM, CPRE

Principal-in-Charge, CEO and Founding Managing Member



Experience

Teresa brings substantial career experience and planning expertise to parks, recreation, and related community quality of life projects for large and small communities on a national level. She founded GreenPlay in 1999, and has been integral in the research, quality, recommendations, and implementation of the innovations that GreenPlay contributes to the field. In addition to leading projects and the firm, Teresa teaches and researches best practices around the world. She is a Visitor Chair for the Commission on Accreditation for Parks and Recreation Agencies (CAPRA) and the Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COAPRT). She now divides her time between special projects, research, and administration of the firm.

- GreenPlay, LLC (Founder and CEO): 1999 - Present
- GP RED (Secretary of the Board, Faculty, & Researcher): 2008 - Present
- North Carolina State University (Visiting Scholar, Faculty, and Researcher), 2014 - Present
- North Jeffco Park and Recreation District, Arvada, CO: 1996-1999
- City of Broomfield Parks, Recreation, and Senior Services, CO: 1993-1996
- City of Boulder Parks, Recreation, and Mountain Parks Department, CO: 1989-1993

Education

- PhD, North Carolina State University, College of Natural Resources, Parks, Recreation, and Tourism Management, 2017
- Master of Arts, Organizational Management, University of Phoenix, Denver, 1998
- Bachelor of Science, Magna Cum Laude, Kinesiology, University of Colorado, 1993
- NRPA Revenue/Leadership Schools

Professional Affiliations and Recognition

- Board of Regents, NRPA Reitz Pacific Revenue and Marketing School, 2006-2008
- Commission for Accreditation of Parks and Recreation Administration (CAPRA) Official Visitor, 2008 - present
- Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COAPRT) Official Visitor 2018-present
- Top 100 Women-Owned Businesses, *Colorado Biz*, 2003, 2005, 2006, 2007, 2008, 2012, 2013, 2015, 2016
- Received "Outstanding New Professional" and "President's Award" from CPRA, 1997
- Professional Member of NRPA, CPRA, and eight other State Associations
- CitiProgram Certificate in Human Subjects – Social and Behavioral Research (from U.S. Dept. of Health & Human Services) 2018

Representative Project Experience

Teresa has led the firm in completion of over 500 projects for communities of all sizes around the U.S. since 1999. The following are some of the key projects on which she has performed as the Project Manager:

- Director of the Healthy Communities Research Group for GP RED
- United States Antarctica Program – Recreation and Wellness Plan
- Maryland National Capital Park Planning Commission – Prince George's County 2010 and Beyond Plans 1-3; Montgomery County, Strategic and 2030 Business Plan
- Arlington County, VA – Public Spaces Master Plan
- Broward County, FL – Needs Assessment for the Parks and Recreation Division
- City and County of Denver, CO – Multiple projects, including the city-wide Game Plan, the master plan for the Stapleton Airport Redevelopment, and the detailed study of 29 indoor recreation centers
- National Recreation and Park Association, Ashburn, VA – National Inventory and USA Football Grant Project
- Washington DC, National Capital Planning Commission – Capital Space Master Plan for parks and recreation
- Along with many other plans for large and small communities, regions, and states

Education For:

- American Society of Landscape Architects
- Athletic Business
- Colorado Open Space Alliance & Colorado Outdoor Recreation Resource Project
- Environmental Design Research Association
- Innovations Group – Transforming Local Government
- International Coastal and Marine Tourism Congress
- International Transportation and Public Health Symposium
- Metropolitan State College of Denver, Colorado
- National Association of Youth Sports
- National Executive Development School
- National Recreation and Parks Association
- North Carolina State University
- Reitz Pacific (Vice-Chair) & Rocky Mountain Revenue and Management Schools
- World Leisure Organization
- Numerous State and Regional Parks and Recreation Associations

Key Topics: Master and Strategic Planning; Trans-Disciplinary Alignment; Public Health; Cost Recovery, Traditional and Alternative Funding; Creating Community through Level of Service Analysis; Tools for Communication; Tourism; Leadership; Technology and Trends



Jeffrey Milkes, MS, CPRP

Project Manager



Work Experience:

Jeff is a successful parks and recreation professional with over 30 years of experience at municipalities, special districts and military recreation organizations. His work has focused on leadership development, performance management, municipal financing, development of cost recovery strategies and the provision of athletic and special events. Jeff brings with him extensive experience managing aquatic and recreation facilities, sports and fitness programs, and park maintenance and operations. He is passionate about developing community offerings with a high level of creativity, imagination, and non-traditional financing opportunities.

EDUCATION

- M.S., Recreation and Resource Development, Texas A&M University, 1987
- B.S., Recreation & Park Management, University of Oregon 1985

CERTIFICATIONS

- Certified Park & Recreation Professional (CPRP), National Recreation & Park Association
- Graduate, NRPA Parks & Recreation Director's School, National Executive Leadership School & Supervisors Management School, National Recreation & Parks Association
- Numerous papers presented at NRPA Conference, Oregon Recreation and Parks Association, Washington Recreation and Parks Association, and the International Livable Cities Conference.
- Medal for Superior Civilian Service and the Commander's Award for Civilian Service, US Army.

- **Project Manager/Consultant**, 2019-Present, GreenPlay, LLC.
- **Director, Parks & Recreation**, 2017-2019, City of Cupertino, California.
- **Southeast Services Manager**, 2005-2017, Portland, Oregon Parks & Recreation.
- **Chief, Community Recreation Division**, 2003-2005, Dept of Army-222 BSB, Baumholder, Germany.
- **Recreation and Aquatics Manager**, 2001-2003, North Clackamas Parks Recreation District. Milwaukie, OR.
- **Athletic Director/Community Programs Director**, 1997-2000, Naval Station, Rota, Spain.
- **Athletic Director**, NCTAMS Naval Base, 1993-1997, Dededo, Guam.
- **Youth Services Program Manager**, 1991-1993, Department of Army DPCA - Taegu, Korea.
- **Youth Services Director**, 1987-1991, Department of Army, 6th Stuttgart, Germany.

Representative Project Experience:

- As Parks & Recreation Director for nearly three years, Jeff was responsible for all phases of a municipal parks & recreation program for a city that serves 62,000 community members. He managed daily operations and long-term planning that included all budgets, personnel, facilities, planning, capital planning, program provision and events. He was responsible for a \$17 million operating budget, a community center, sports center, senior center, golf course, nature preserve, environmental education center and a full-time staff of 33 full time personnel, 300 part time personnel and 150 contractors. Jeff guided the department through initiation of a national accreditation process, a system wide master plan, significant increases in quality and number of events, a significant park land acquisition and oversaw increasing revenue to allow the department to perform greater than 1.5 million dollars better than projected budgets. Active in the National Recreation and Park Association, Jeff serves as an approved evaluator to determine parks and recreation agency accreditation.
- Serving as Parks and Recreation Manager for Southeast Portland, Jeff managing over 90 parks and properties, seven community centers, and thousands of recreation programs and classes. Oversaw a \$10 million budget, serving a population of over 380,000 people. Responsible for prioritization of work plans, thirty-eight full time and hundreds of part time personnel, sustainable practices, planning and financial controls. He oversaw the city wide summer special events and summer playgrounds programs that serve 375,000 people and operate with a \$1.8 million budget, and all social recreation and athletic programs in southeast Portland. Responsible for project management, small renovations and have built parks, planning, permitting, and construction. He served on numerous project and management teams as a member of the executive management team guiding one of the country's largest parks and recreation agencies and one named the best parks agency in the nation by the National Parks and Recreation Association in 2011. Jeff also served as Land Services Manager.
- For the US Army, Jeff served as Chief, Community Recreation Division, GS-12 in a community composed of 14,000 active duty troops, family members and DOD civilians. Through subordinate branch chiefs, Jeff was responsible for the overall management and direction of the division to include, an arts and crafts center, an automotive repair/crafts shop, an automotive stripping yard, a motor pool, a competitive sports program, a library, an outdoor recreation program, recreation areas, a swimming pool, four physical fitness centers and a special events program. Supervised over 100 full time, 100 part time employees, with a \$15 million appropriated and non appropriated budget.



C. CHRIS CARES

Chris possesses a diverse background in public and private planning. A founding partner of RRC Associates, he specializes in practical applications of research techniques including survey and qualitative research, modeling and applied analysis to solve problems in city planning, administration, and business applications. Parks and recreation needs assessments are particular areas of specialization. Chris has overseen numerous community/citizen surveys in towns and counties throughout the United States, which provide input to parks, recreation, trails, open space, and planning needs assessments. The results of these studies typically become incorporated into parks and open space master plans, or other policy documents.



Professional Experience

1983 to present **MANAGING DIRECTOR/FOUNDING PARTNER**
RRC Associates, Boulder, CO

Representative Projects

Parks and Recreation Surveys for Master Plans and Needs Assessments:

Charleston County, SC	Waukesha, WI	Florence, AZ	Martin County, FL
Ashville, NC	Prospect Heights, IL	Littleton, CO	West Palm Beach, FL
Cary, NC	Erie County, NY	Louisville, CO	Asheville, NC
Caswell County, NC	Gloucester County, VA	State of Maryland	Colchester, VT
Leland, NC	Hunterdon County, NJ	State of New Mexico	Meridian, ID
New Hanover County, NC	Rancho Cucamonga, CA	Palm Springs, CA	Maryland-NCPPC-
Wake Forest, NC	San Diego County, CA	Pearland, TX	Prince George County, MD
Williamsburg, VA	Amherst, NY	Wilsonville, OR	Encinitas, CA
Chatham County, GA	Winchester, VA	Dunwoody, GA	San Gabriel, CA
Cedar Rapids, IA	Desert Rec. Dist., CA	Santee, CA	Keene, NH
Bella Vista Village, AR	Farmington, NM	Manassas, VA	
Fitchburg, WI	Coconino County, AZ	Tualatin Hills, OR	

Tourism and Ski Area Visitor Research (examples include National Ski Areas Association, Colorado Tourism Office, Vail Resorts, Copper Mountain, Telluride Ski and Golf Company, Crested Butte Mountain Resort, Cedar Rapids, IA)

Housing and Transportation Needs Assessments (examples include Boulder, Lafayette, Longmont and Westminster, CO; Eagle County and Town of Vail; Grand Junction, Pueblo, Weld County, CO)

Education

Master of City Planning: Harvard University, 1975
Bachelor of Arts, Political Science: University of Rochester, 1972
University of Michigan, 1971



Mark Surdam, RA

PROGRAM MANAGER

About Mark

Mark Surdam is a licensed architect, with EMG since 2014. Mr. Surdam supervises teams of architects and engineers conducting Building Inspections, Property Condition Assessments, Cost Estimating, and Government programs. He brings to EMG a proven record of project management and the ability to provide clients with a wide array of services. As Program Manager, he is responsible for the schedule and technical content of EMG's work.

30+ years of experience in the Architectural/Engineering field

6 years with EMG

SELECTED EXPERIENCE



City of Huntington Beach, CA

Facility Condition Assessment; 30 Buildings, 550,000 SF

City of Oceanside, CA

Facility Condition Assessment

City of Fullerton, CA

Facility Condition Assessment

City of El Segundo, CA

Facility Condition Assessment and ADA Transition Plan

City of Hayward, CA

Facility Condition Assessment

City of Brea, CA

Facility Condition Assessment and ADA Transition Plan

Napa County, CA

Facility Condition Assessment; 166,197 SF

State of California Department of General Services, CA

Facility Condition Assessment – Statewide

City of Laguna Hills, CA

Facility Condition Assessment / Reserve Study



Education

Bachelor of Architecture

University of Southern California

License

Registered Architect, California (#26835)



Matthew Anderson, RA

QA QC MANAGER

About Matt

Matthew Anderson is a licensed architect with experience in the design of commercial, office, and residential projects in addition to construction management processes and procedures. He often supervises teams of architects and engineers conducting property condition assessments. He also specializes in cost estimating, government programs, and an array of other services. Matt will assist the Program Manager by providing QA/QC review on the data collection and reports.

30+ years of experience in the Architectural/Engineering field

21 years with EMG

SELECTED EXPERIENCE



City of Poway, CA

Facility Condition Assessment

State of California JCC, CA

Facility Condition Assessment

Solano County, CA

Facility Condition Assessment

Kern County, CA

Facility Condition Assessment

State of California CDCR

Facility Condition Assessment

City of Redwood City, CA

Facility Condition Assessment & Energy Audit

City of Milpitas, CA

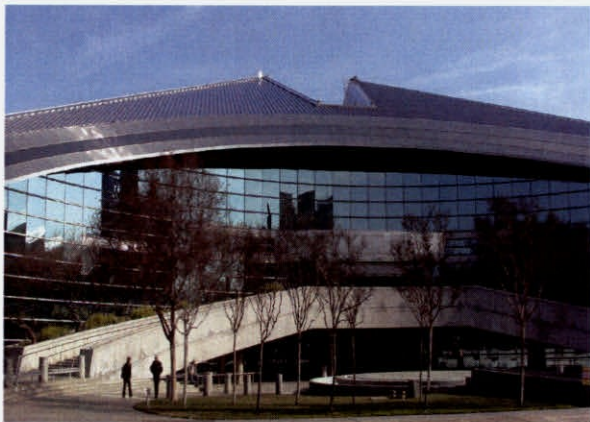
Facility Condition Assessment

City of South San Francisco, CA

Facility Condition Assessment ; 45 Facilities, 565,000 SF

City of Fresno, CA

Facility Condition Assessment; 26 Buildings, 10 Shelters, 5 Parking Lots



Education

Bachelor of Architecture

California Polytechnic State University

License

Registered Architect, California (#C15753)

Kay van der Have, RA

ASSESSMENT TEAM



30+ years of experience in the Architectural/Engineering field

8 years with EMG

SELECTED EXPERIENCE

City of Oceanside, CA

Facility Condition Assessment

City of South San Francisco, CA

Facility Condition Assessment ; 45 Facilities, 565,000 SF

County of Solano, CA

Facility Condition Assessment, ADA Assessments - 59
Facilities, 2.1 MM SF



Education

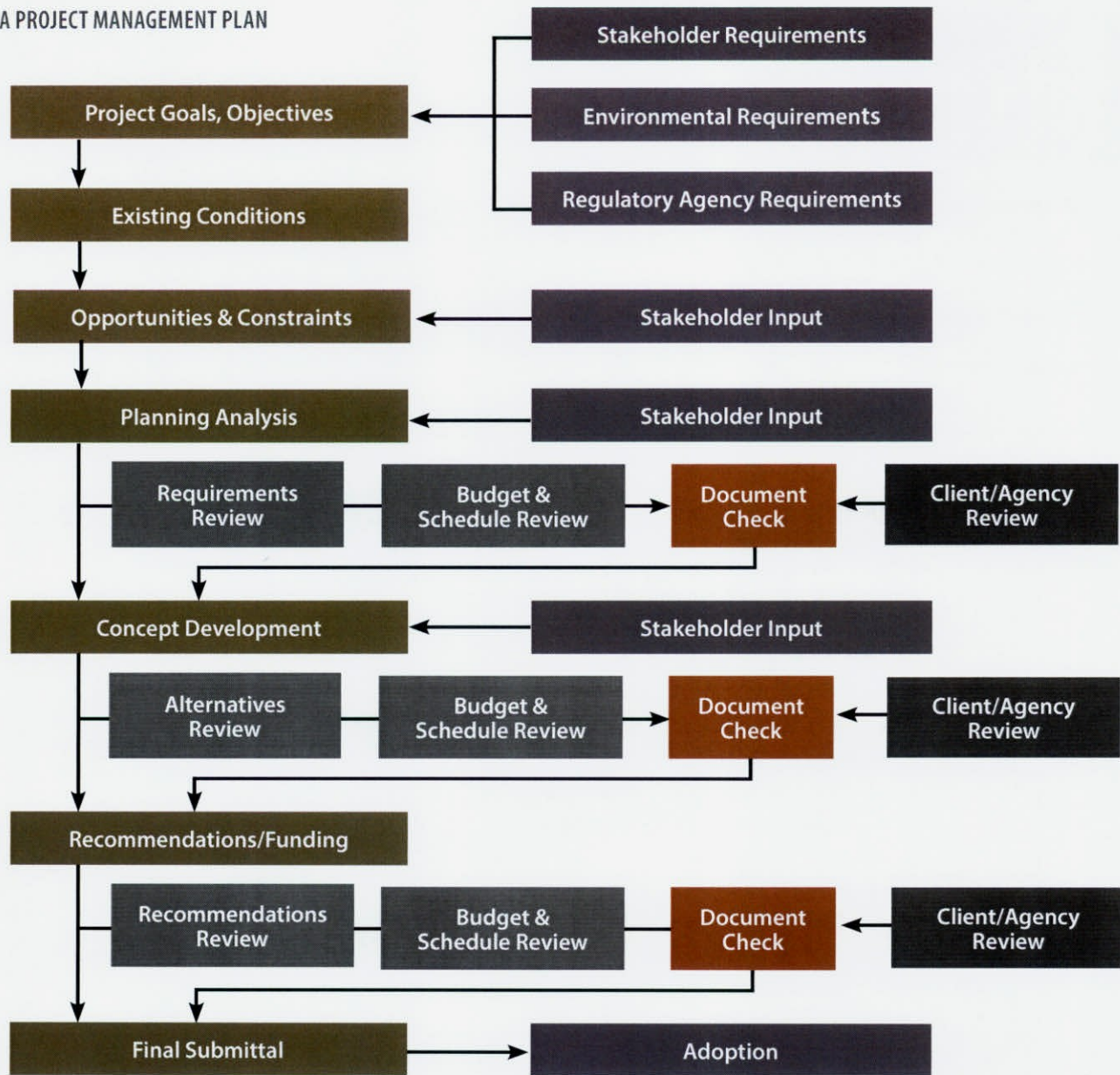
Bachelor of Architecture

University of Minnesota

License

Registered Architect, California (#C23054)

KTUA PROJECT MANAGEMENT PLAN

**COST CONTROL AND BUDGETING METHODOLOGY**

KTUA places special importance on cost constraints and seeks to ensure clients that project budgets, capital improvement costs and long-term maintenance costs are reasonable and realistic. The firm is well versed in the successful implementation of designed elements. This experience permits realistic design and cost analysis, leading to the completion of the project within established budgets. KTUA makes every effort to fully understand the scope of each project during project negotiations to arrive at a reasonable fee for professional services. The firm has a history of requesting change orders and modifications only upon the client request of scope modifications or additions. Specific cost control tools include:

- Utilize electronic submittals, minimize reimbursables;
- Reduce the number of submittals;
- Schedule concurrent meetings/site visits/over-the-shoulder reviews;
- Prepare cost estimate forecasts, allowing early detection and mitigation of potential cost overruns; and
- Manage changes to scope and scope growth.



3916 Normal Street
San Diego, CA 92103
619.294.4477
www.ktua.com
PLA 2342 | 2386 | 2500

Date: February 20, 2019

Project: Santa Ana ATP (018-005)

Subject: January 2019 Progress Report

Invoice: 30855

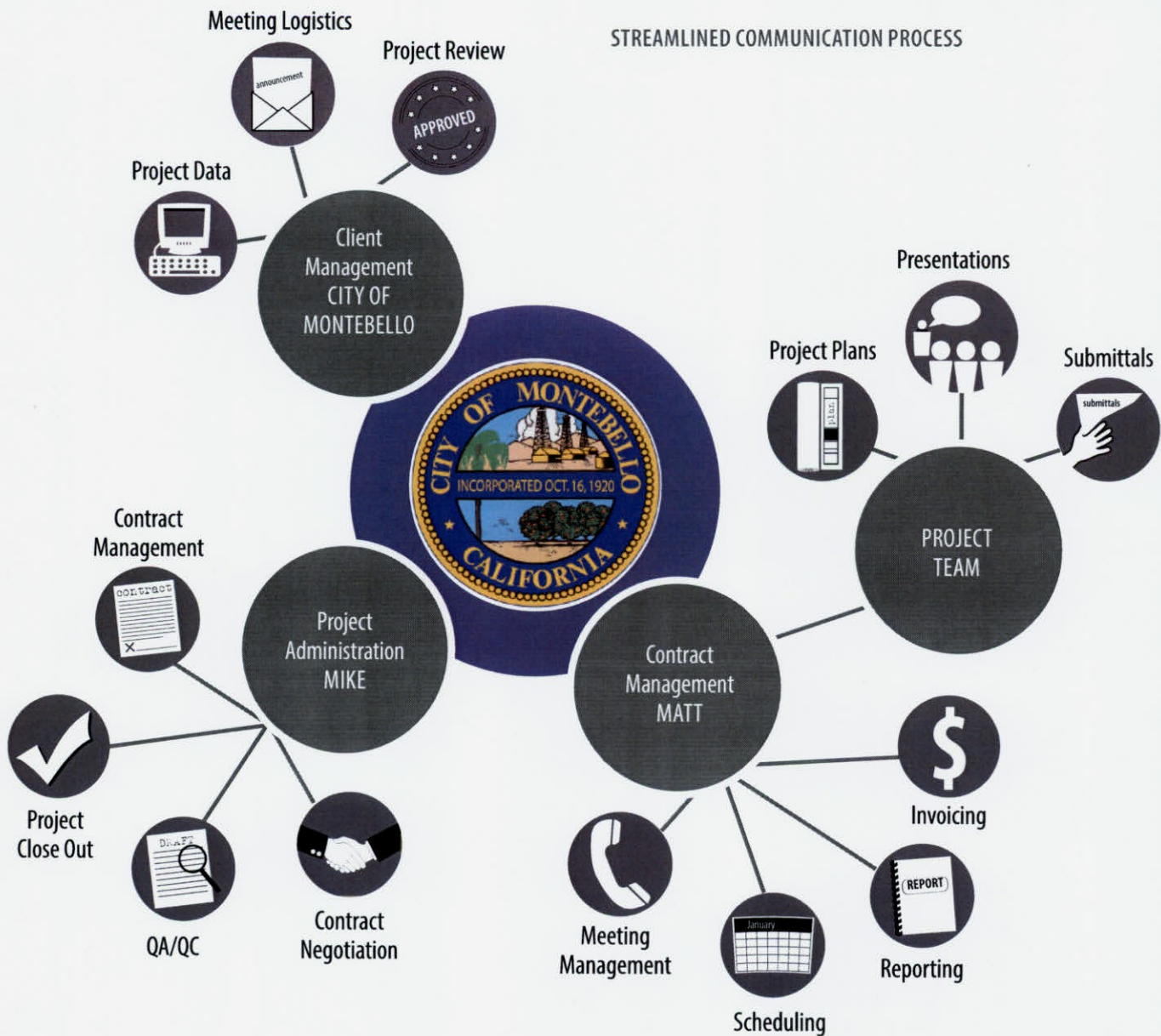
Status of completed work last month

Task	Description	% Complete
1	Project Management - Day-to-day coordination with City and staff - Regular team coordination conference calls - Conducted Project Management Team Meeting #5	52.61%
2	Data Collection and Analysis - Finalizing Existing Conditions Report - Additional data collection (sidewalks, curb ramps, etc)	24.22%
3	Community Outreach - Conducted an ATWG #8 on January 28 - Continued distribution of surveys - Inputted surveys	57.46%
4	Active Transportation Plan - Corridor Prioritization - Developing report layout - Developing preliminary corridors/projects	28.72%
5	Presentation to City Council	0%
Total		42.48%

The following is a list of anticipated work to be completed in the upcoming month:

- Schedule and conduct next ATWG #9
- Continue distributing surveys and outreach to additional neighborhoods
- Finalize prioritization and project
- Continue with draft document development
- Begin scheduling and preparing for recommendations workshops
- Begin corridor cut sheets

STREAMLINED COMMUNICATION PROCESS



PROJECT MANAGER RESPONSIBILITIES INCLUDE:



- Reviewing the scope of work, preparing the fee, and participating in the contract negotiation.
- Working with the client to develop and validate the overall goals and objectives of the project, as well as identify project issues, requirements, budgets, milestones, deadlines, and design parameters.
- Developing a project schedule indicating all submittals and review periods for KTUA and the consultant team. The QC manager reviews the schedule to assure that adequate time has been allocated for implementation of the quality control process, including review and coordination of consultant work, and corrections and revisions identified in the QC process.
- Documenting all direction that results in a critical decision or direction for the project.
- Providing the QC checklist and response to comments is provided to the client with the submittal.

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FedEx Package
Express US Airbill

FedEx Tracking Number
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1 From

Date

Sender's Name

Company

Address

City

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Dept./Floor/Suite/Room

Phone

2 Your Internal Billing Reference

3 To

Recipient's Name

Company

Address

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fedex.com 1.800.GoFedEx 1.800.463.3339

Form ID No. 0215

4 Express Package Service

Next Business Day

FedEx First Overnight

FedEx Priority Overnight

FedEx Standard Overnight

FedEx Express Saver

FedEx 2Day

FedEx 2Day AM

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5 Packaging

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FedEx Tube

FedEx Tube

FedEx Tube

6 Special Handling and Delivery Signature Options

Saturday Delivery

No Signature Required

Direct Signature

Indirect Signature

Signature Required

Signature Required

Signature Required

Signature Required

Signature Required

Signature Required

Signature Required

Signature Required

Signature Required

Signature Required

Signature Required

Signature Required

Signature Required

7 Payment Bill to:

Sender

Recipient

Third Party

Credit Card

Cash/Check

Cash/Check

Cash/Check

Cash/Check

Cash/Check

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: Resolution of the City of Montebello Approving the Blanket Authority to File Applications for Grant Funds from the Los Angeles County Regional Park and Open Space District for Measure A Funding for Projects and Programs

DATE: February 12, 2020

RECOMMENDATION

That the City Council adopt and approve a resolution approving the blanket authority to file applications for grant funds from the Los Angeles County Regional Park and Open Space District (RPOSD) for Measure A funding for projects and programs.

BACKGROUND

On November 8, 2016, the voters of Los Angeles County approved the Safe Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A), which authorizes dedicated local funding for park, recreation, open space projects, and their maintenance through an annual special tax of 1.5 cents per square foot of building floor area on all taxable real property in the County.

Measure A makes funding available to eligible recipients for projects that repair and upgrade parks and recreational facilities, create new parks, preserve and protect open spaces and beaches, and supports recreational programming.

ANALYSIS

In order to submit applications for competitive grant funding, Montebello must first adopt the proposed resolution. Grant funds will be used to enhance the City's recreational opportunities and park facilities.

The adoption of the proposed resolution will allow the City to seek and secure grant funds made available under the RPOSD for Measure A funds. Measure A provides funding for five competitive grant programs, which are divided into two groups: Capital Projects and

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 12, 2020
RESOLUTION FOR MEASURE A FUNDING
PAGE 2 OF 2

Program Projects. Funds for competitive grants are now available for recreation access and youth and veteran job training and placement. Future opportunities will include funding for natural lands, local beaches, local water conservation and protection, and regional recreation facilities, multi-use trails and accessibility.

FISCAL IMPACTS

There is no impact to the General Fund.

SUMMARY

The City Council will consider adopting and approving a resolution approving the blanket authority to file applications for grant funds from the Los Angeles County Regional Park and Open Space District (RPOSD) for Measure A funding for projects and programs.

ATTACHMENTS

Resolution

RESOLUTION NO.

**RESOLUTION OF THE CITY OF MONTEBELLO
APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE
LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A
FUNDING FOR PROJECTS AND PROGRAMS**

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the City of Montebello to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that City of Montebello must comply with; and

WHEREAS, the City of Montebello will enter into Agreement(s) with the District to provide funds for acquisition projects, development projects, and/or programs.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF MONTEBELLO HEREBY:

1. Approves the blanket authority to file applications with the Los Angeles County Regional Park and Open Space District for Measure A Funds for projects and programs; and
2. Certifies that the City of Montebello understands the assurances and will comply with the assurances in the application form; and
3. Appoints the City Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects of programs.

APPROVED AND PASSED THIS 12TH DAY OF FEBRUARY, 2020.

Salvador Melendez, Mayor

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 12th day of February, 2020, 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 12th day of February, 2020.

IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation & Community Services

SUBJECT: Adopt a Resolution of the City Council of the City of Montebello Electing to Become Subject to the Uniform Public Construction Cost Accounting Procedures set forth in the Uniform Public Construction Cost Accounting Act and Concurrently Conduct a Public Hearing and Introduce on First Reading an Ordinance Amending Chapter 3.20 of the Montebello Municipal Code to Revise the Purchasing System and Provide Bidding Procedures under the Uniform Public Construction Cost Accounting Act

DATE: February 12, 2020

RECOMMENDATION

It is recommended that the City Council:

1. Adopt a Resolution electing for the City to become subject to uniform public construction cost accounting procedures set forth in the Uniform Public Construction Cost Accounting Act ("UPCCA" or the "Act"); and
2. Directing the City Clerk to notify the State Controller of this election; and
3. Introduce and conduct a first reading of an ordinance amending the City of Montebello Municipal Code to revise Chapter 3.20 outlining the informal bidding procedures pursuant to the requirements of the Uniform Public Construction Cost Accounting Act.

BACKGROUND

As a general law city, the City of Montebello (the “City”) is currently subject to the provisions of the California Public Contract Code (PCC) Sections 20160 to 20175. Those sections govern how and when contracts for public works projects (i.e., projects to improve infrastructure, buildings, and other capital assets of the City) are to be advertised, bid and awarded. For example, under these sections, all public works projects valued over five thousand dollars (\$5,000) must be competitively bid under a very specific set of procedures requiring each potential project to have plans and specifications prepared by an engineer, be advertised, follow a formal bidding process where they are ultimately awarded to the lowest responsive and responsible bidder by the City Council. This process can be time consuming and at times results in additional time to advance each project in excess of five thousand dollars (\$5,000). On smaller projects, these requirements can impose complex procedures and processes that are out of proportion to the value of the work being contracted.

To streamline processes and complete public works projects in a timely and efficient manner pursuant to state laws, staff is recommending the City elect to become subject to the UPCCA. This election would enable the City to comply with state laws, remain transparent, and level the cost and time associated with smaller projects. In order to become subject to the UPCCA, the City must not only elect to be subject to the UPCCA, but is also required to enact an informal bidding ordinance to govern the selection of contractors to perform public works projects. As such, staff is also recommending the City Council concurrently introduce and conduct a first reading of an ordinance (attached hereto) amending the City of Montebello Municipal Code to revise Chapter 3.20 dealing with the informal procedures pursuant to the requirements of the Act.

ANALYSIS

In 1983 the State Legislature enacted the Act under PCC Section 22000 et seq. to promote uniformity and allow local agencies to replace their statutory public works bidding thresholds with higher thresholds if: (a) the agencies elected to be subject to the Act; (b) inform the State Controller of such election; and (c) established informal bidding procedures for public works contracts below the Act’s formal bidding threshold.

According to the State Controller’s latest statistics, there are currently over 1,300 agencies (including over 250 cities) participated in the UPCCA. As a non-participating agency, the City is currently required to comply with Sections 20160 to 20175 of the

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 12, 2020
ADOPT A RESOLUTION ELECTING TO BECOME SUBJECT TO THE UPCC
ACCOUNTING PROCEDURES
PAGE 3 OF 4

PCC requiring formal bidding and advertising process for all public works projects exceeding five thousand dollars (\$5,000).

Should the City elect to be subject to the UPCCA, there would be three main effects:

- Public works projects of sixty thousand dollars (\$60,000) or less would be performed by negotiated contract or by purchase order (PCC 22032(a));
- Public works projects of two hundred thousand dollars (\$200,000) or less would be let to contract by the informal procedures set forth in the Act (PCC 22032(b)); and
- Public works projects of more than two hundred thousand dollars (\$200,000) would be let out to contract by formal bidding procedures (PCC 22032(c)).

UPCCA procedures, standards, and thresholds are periodically reviewed and adjusted per recommendations of a UPCCA Commission (“Commission”). Every five years the Commission considers whether there have been material changes in public construction costs and make recommendations to the State Controller regarding adjustments to the bidding procedures threshold limits. Such threshold limits were adjusted in January 1, 2019 and are reflected in the amounts listed above. Should the City adopt the resolution electing to become subject to the UPCCA, staff is recommending approval of the attached ordinance so that the Montebello Municipal Code can be revised to be consistent with existing State law and the Act.

FISCAL IMPACT

There is no direct fiscal impact by implementing the Act. It is projected that adoption of the UPCCA will give the City more options relative to performing, bidding, or negotiating public works projects that would ultimately lead to more cost-effective use of public funds in the future.

CITY COUNCIL AGENDA REPORT – MEETING OF FEBRUARY 12, 2020
ADOPT A RESOLUTION ELECTING TO BECOME SUBJECT TO THE UPCC
ACCOUNTING PROCEDURES
PAGE 4 OF 4

SUMMARY

It is recommended that this Council adopt a resolution electing the City to become subject to the Uniform Public Construction Cost Accounting Act ("Act"), direct the City Clerk to notify the State Controller of this election, and introduce for first reading an ordinance amending Chapter 3.20 (Purchasing System) of the Montebello Municipal Code to revise the purchasing system and provide bidding procedures under the Act.

ATTACHMENTS

Resolution
Ordinance
Participating Agency List – State Controller, 2020

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO ELECTING TO BECOME SUBJECT TO THE UNIFORM
PUBLIC CONSTRUCTION COST ACCOUNTING ACT**

WHEREAS, local agencies must competitively bid all public projects (as defined by Section 20162 of the California Public Contract Code (“PCC”)) in excess of five thousand dollars (\$5,000) in accordance with the requirements set forth in the PCC, commencing with Section 20160; and

WHEREAS, in 1983, the California Legislature adopted Assembly Bill 1666 which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the PCC, which provides for a uniform cost accounting standard for construction work performed or contracted by local agencies and further provides for an alternative method for bidding public projects; and

WHEREAS, PCC Section 22030 provides that any city that wishes to avail itself of the alternative procedures for bidding and contracting for public projects must elect, by resolution, to become subject to the Uniform Public Construction Cost Accounting (UPCCA) Act procedures set forth in the PCC and must notify the State Controller of its election; and

WHEREAS, the City of Montebello (the “City”) desires to become subject to the UPCCA set forth in the PCC, commencing with Section 22000; and

WHEREAS, PCC Section 22034 requires each public agency that elects to become subject to the UPCCA to enact an informal bidding ordinance that complies with the requirements set forth in said Section 22034; and

WHEREAS, concurrently herewith, the City Council has introduced Ordinance No. _____ which enacts procedures governing public works contracts and establishes, among other things, informal bidding procedures in accordance with the requirements of Section 22034 of the PCC.

NOW, THEREFORE, The City Council of the City of Montebello ordains that:

SECTION 1. INCORPORATION OF RECITALS. The City Council of the City of Montebello finds and declares the foregoing are true and correct, and incorporates said recitals fully into this Resolution.

SECTION 2. ELECTION. The City Council hereby elects under PCC Section 22030 to become subject to the UPCCA set forth in the UPCCA Act, commencing with PCC Section 22000 or any successor statute, and to the policies and procedures manual and cost accounting review procedures promulgated by the California Uniform Construction Cost Accounting Commission, as each may be amended from time to time. The City Clerk is hereby directed to notify the State Controller forthwith of this election.

SECTION 3. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Resolution is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective on the date that Ordinance No. ____ amending Chapter 3.20 of the Municipal Code becomes effective.

SECTION 5. PUBLICATION. The City Clerk shall certify to the adoption of this Resolution causing it to be posted as required by law.

PASSED, APPROVED AND ADOPTED this 12th day of February 2020.

Salvador Melendez, Mayor

APPROVED AS TO FORM

ATTEST:

Arnold M. Alvarez-Glasman
City Attorney

Irma Barajas
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AMENDING CHAPTER 3.20 OF THE MONTEBELLO MUNICIPAL CODE TO COMPLY WITH THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

WHEREAS, concurrently herewith, the City Council adopted Resolution No. _____ causing the City to become subject to the Uniform Public Construction Cost Accounting Act ("UPCCA") procedures set forth in Article 2 of Chapter 2 of Part 3 of Division 2 of the Public Contract Code (commencing with Section 22010);

WHEREAS, the City Clerk was directed to provide a copy of Resolution No. _____ to the State Controller, consistent with requirements of Public Contract Code Section 22030;

WHEREAS, Public Contract Code Section 22034 requires any agency that is to become subject to the UPCCA to adopt an ordinance in compliance with the requirements of that section;

NOW THEREFORE, the City Council of the City of Montebello does ordain as follows:

SECTION 1: RECITALS. The above recitals are true and correct and made a part of this Ordinance.

SECTION 2: PURPOSE AND AUTHORITY. The purpose of this Ordinance is to amend Montebello Municipal Code Chapter 3.20, Purchasing System specifically, Chapters 3.20.010, *Adoption-Purpose*; 3.20.080, *Formal Contract Procedures*; and 3.20.090; *Open Market Procedures*; and enact Chapter 3.20.140 et seq., *Public Works Projects* (Uniform Public Construction Cost Accounting Act), for purpose of the California Uniform Public Construction Cost Accounting Act.

SECTION 3. AMENDMENTS. Chapter 3.20.010, 3.20.080, and 3.20.090 of the Montebello Municipal Code are amended to read as follows: (Deletions in ~~strikeout~~ and additions in *italics*):

Chapter 3.20 - PURCHASING SYSTEM

3.20.010 - Adoption—Purpose.

~~In order to establish efficient procedures for the purchase of supplies and equipment, to secure the city supplies and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure the quality of purchases, a purchasing system is adopted.~~

This Chapter is established to provide transparent and efficient procedures for the: (a) purchase of supplies and equipment; and (b) adoption and implementation of the provisions of the California Uniform Construction Cost Accounting Act [Section 2200, et seq. of the Public Contract Code]] as they relate to public works defined under Public Contract Code 22002.

3.20.080 - Formal contract procedure.

Except as otherwise provided herein, purchases and contracts for supplies and equipment of an estimated value of ~~five thousand dollars or more for a public project as defined by Section 20161 of the Public Contract Code,~~ and fifty thousand dollars or more for contracts which do not constitute a public project as defined by Section ~~20161~~ 22002 of the Public Contract Code, shall be by written contract with the lowest responsible bidder pursuant to the procedure prescribed herein.

- A. Notice Inviting Bids. Notices inviting bids shall include a general description of the articles to be purchased, shall state where bid blanks and specifications may be secured and the time and place for opening bids.
1. Published Notice. Notices inviting bids shall be published at least ten days before the date of opening of the bids. Notice shall be published at least once in a newspaper of general circulation, printed and published in the city, or if there is none, it shall be posted in at least three public places in the city that have been designated by ordinance as the places for posting public notices.
 2. Bidders' List. The purchasing officer shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidders' list or who have requested their name be added thereto.
 3. Bulletin Board. The purchasing officer shall also advertise pending purchases by a notice posted on a public bulletin board in the city hall.

- B. Bidders' Security. When deemed necessary by the purchasing officer, bidders' security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit his bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless the city is responsible for the delay. The city council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidders' security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.
- C. Bid Opening Procedure. Sealed bids shall be submitted to the purchasing officer and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty calendar days after the bid closing.
- D. Rejection of Bids. In its discretion, the city council may reject any and all bids presented and re-advertise for bids.
- E. Award of Contracts. Contracts shall be awarded by the city council to the lowest responsible bidder except as otherwise provided herein.
- F. Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay or re-advertising for bids, the city council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of bid opening.
- G. Performance Bonds. The city council shall have authority to require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interests of the city. If the city council requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.
- H. No commitment or contract with a definitive term may exceed five years.

3.20.090 - Open market procedure.

Purchases of supplies and equipment of an estimated value in the amount of ~~less than five thousand dollars for a public project as defined by Section 20161 of the Public Contract Code, and~~ fifty thousand dollars for contracts which are not for a public project as defined by Section ~~20161~~ 22002 of the Public Contract Code, may be made by the purchasing officer in the open market without observing the procedure prescribed by Section 3.20.080.

- A. Minimum Number of Bids. Open market purchases shall, wherever possible, be based on at least three bids, and shall be awarded to the lowest responsible bidder.
- B. Notice Inviting Bids. The purchasing officer shall solicit bids by written requests to prospective vendors or by telephone or by public notice posted on a public bulletin board in the city hall.
- C. Written Bids. Written bids or quotations shall be submitted to the purchasing officer who shall open them and keep a record of all open market orders and bids for a period of one year after the submission of bids or the placing of orders. This record, while so kept, shall be open to public inspection.
- D. No commitment or contract with a definitive term may exceed five years.

SECTION 4. ENACTMENT. Chapter 3.20.140 of the Montebello Municipal Code is enacted to read as follows: (Proposed new language in *italics*)

3.20.140 - Public Works Projects (Uniform Public Construction Cost Accounting Act).

- A. *Adoption of Uniform Public Construction Cost Accounting Act. The city has elected to be subject to the Uniform Public Construction Cost Accounting Act (hereinafter referred to as the "UPCCA" or the "Act"). City contracts for public projects and maintenance work shall be governed by applicable state laws including the Act, Public Contract Code Section 22000 et seq, and the California Uniform Construction Cost Accounting Commission's (hereinafter, "UPCCA Commission") policies and procedures manual and cost accounting review procedures, as amended from time to time.*

The term "Public Works" shall mean the same as the term "Public Project," as defined by the Act, which means any of the following: (1) construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; (2) painting

or repainting of any publicly owned, leased, or operated facility; and (3) in the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

The term "Maintenance Work," as defined by the Act, includes: (1) routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes; (2) minor repainting; (3) resurfacing of streets and highways at less than one inch; (4) landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; and (5) work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

Public Projects and Maintenance Work shall be procured through the procedures and at the monetary thresholds set forth in the Act and as further described in this chapter.

B. Pre-Bid Contractors List for Public Projects and Maintenance Work.

The city shall develop and maintain a list of qualified contractors, identified according to categories of work for all projects and any scheduled projects, on an annual basis in accordance with the Act (Public Contract Code Section 22034(a)).

C. Contracts for Public Projects and Maintenance Work of \$60,000 or Less.

Public Projects and Maintenance Work of \$60,000 or less (or the current amount specified in the Act) may be performed by city employees, by force account, by negotiated contract or by purchase order. Where it is anticipated that a project may be conducted and finished at a cost of \$60,000 (or the amount as specified the Act) or less, the city manager or his/her designee is authorized to approve the project, provided the expenditure is within the approved budget.

D. Contracts for Public Projects and Maintenance Work of \$200,000 or Less.

Public Projects and Maintenance Work estimated to cost \$200,000 (or the amount as specified in the Act) or less may be procured through the following informal procedures prescribed by the Act:

1. *Notice Inviting Informal Bids.* The city manager or his/her designee shall send a notice inviting informal bids not less than ten (10) calendar days before bids are due to: (a) all contractors on the list of qualified contractors developed by the UPCCA Commission; or (b) all contractors on the list of qualified contractors and to the designated construction trade journals specified in Section 22036 of the Public Contract Code. The notice inviting informal bids shall describe the project, how to obtain more detailed information about the project, and the time, date and place for the submission of bids. Additional contractors and/or construction trade journals may be notified at the discretion of the department soliciting bids, provided however:

- a) *If there is no list of qualified contractors maintained by the city for the particular category of work performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.*
- b) *If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.*

2. *Distribution of Bid Documents.* Bid documents may be transmitted and/or received via mail, facsimile, or email notice inviting informal bids to all construction trade journals specified in Section 22036 of the Public Contract Code.

3. *Award of Contracts.* The city manager or his/her designee is authorized to award such informal Public Projects and Maintenance Work, provided the expenditure is within the approved budget and in a form approved by the city attorney. The city manager or his/her designee may, at his/her sole discretion, reject any or all bids presented and waive any minor irregularity or informality in such bids. The contract shall be awarded to the lowest responsive, responsible bidder. If two (2) or more bids are the same and the lowest, the city manager may accept the one he/she chooses. If no bids are received through the informal procedure, the project may be performed by city employees, by force account or negotiated contract without further complying with this section.

4. *Informal Bids Between \$200,000 and \$212,500.* If all bids received are in excess of the amount specified in this section, the city council may, by

adoption of a resolution by a four-fifths vote, award the contract, at \$187,500 or less, to the lowest responsible bidder, if it determines the cost of the estimate of the city was reasonable.

E. Contracts for Public Projects and Maintenance Work Greater Than \$200,000.

Public Projects and Maintenance Work of more than \$200,000 (or the current amount as specified in the Act) shall be procured through the following formal bidding procedures prescribed by the Act:

1. Notice Inviting Formal Bids. The city manager or his/her designee shall publish a notice inviting formal bids for Public Projects and Maintenance Work at least fourteen (14) calendar days before the bid opening date in a newspaper of general circulation in the city. Additionally, the city manager or his/her designee shall send a notice inviting informal bids to all contractors on the list of qualified contractors and to the designated construction trade journals specified in Section 22036 at least fifteen (15) calendar days before bids are due. The notice shall describe the project, how to obtain more detailed information about the project, and the time and place for submission of bids.

2. Bidder's Security. All bids presented in connection with the public project shall be accompanied by bidder's security in the form and amount prescribed by Public Contract Code Section 20170, which security shall be dealt with as prescribed therein. In all cases bidders shall be entitled to return of bid security provided that a successful bidder shall forfeit its bid security upon refusal or failure to execute the contract within ten (10) days after the notice of award of contract has been mailed, unless the city is responsible for the delay. The city council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

3. Bid Opening Procedure. Sealed bids shall be submitted to the department identified in the invitation for bid documents and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notice. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

4. *Award of Contracts.* Contracts shall be awarded by the city council to the lowest responsible bidder. The city council may, in its sole discretion, waive minor irregularities in the bids or in the bidding procedures. The city council may reject all bids presented, and re-advertise for bids.

5. *Tie Bids and No Bids.* If two (2) or more bids are the same and the lowest, the city council may accept the one it chooses. If no bids are received through the formal procedure, the project may be performed by city employees, by force account or negotiated contract without complying with this section.

6. *Rejecting Bids and Performing Project through City Employees.* In its discretion, the city council may reject any bids presented, if the city, prior to rejecting all bids and declaring that the project can be more economically performed by employees of the city, furnishes a written notice to an apparent low bidder. The notice shall inform the bidder of the city's intention to reject the bid and shall be mailed at least two (2) business days prior to the hearing at which the city intends to reject the bid. If after the first invitation of bids, all bids are rejected, the city shall reevaluate its cost estimates of the project and either:

- a) Abandon the project or re-advertise for bids in the manner described by this section; or
- b) May have the project completed by force account without further complying with this section, if it passes a resolution by a four-fifths vote of the city council declaring that the project can be performed more economically by the employees of the city.

7. *Performance Bonds.* The department head shall have authority to require a performance bond before entering a contract in such amount as he or she finds reasonably necessary to protect the best interests of the city. If the city manager requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

F. Emergencies.

1. *In cases of emergency when repair or replacements are necessary, the city council, pursuant to a four-fifths vote, may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the city council, by contractor, or by a*

combination of the two. The city council's authority under this section may be exercised pursuant to Public Contract Code Section 22035.

2. In case of emergency, if notice for bids to let contracts will not be given, the city shall comply with Chapter 2.5 of Part 3 of Division 2 of the Public Contracting Code (commencing with Section 22050).

3. City council delegates to the city manager, the authority to order any direct and immediate action necessary to repair or replace a public facility, procure the necessary equipment, services and supplies for the purposes of addressing an emergency, without giving notice for bids to let contracts per paragraph 2 of this section. If the city manager orders any action specified under this section, the city manager shall report to city council at its next meeting as required under Section 22050 of the Public Contract Code.

SECTION 5. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 7. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED this 12th day of February 2020.

Salvador Melendez, Mayor

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

Irma Barajas
City Clerk

Opted-in Participating Agencies

City	AGENCY	COUNTY	DATE - OPTED IN
	City of Adelanto	San Bernardino	09-May-07
	City of Alameda	Alameda	17-Jan-90
	City of Anderson	Shasta	21-Jan-86
	City of Angels	Calaveras	18-Aug-09
	City of Antioch	Contra Costa	24-Nov-98
	City of Arcata	Humboldt	01-Aug-01
	City of Arroyo Grande	San Luis Obispo	13-Apr-99
	City of Artesia	Los Angeles	11-May-09
	City of Atascadero	San Luis Obispo	27-May-86
	City of Atwater	Merced	28-Jul-08
	City of Auburn	Placer	11-Aug-03
	City of Avalon	Los Angeles	04-Dec-18
	City of Azusa	Los Angeles	22-Aug-99
	City of Baldwin Park	Los Angeles	15-Oct-14
	City of Banning	Riverside	27-Aug-19
	City of Barstow	San Bernardino	04-Apr-11
	City of Beaumont	Riverside	07-Nov-17
	City of Belmont	San Mateo	11-Jan-11
	City of Belvedere	Marin	05-Jan-87
	City of Benicia	Solano	03-Apr-90
	City of Beverly Hills	Los Angeles	18-Sep-96
	City of Bishop	Inyo	28-May-19
	City of Blue Lake	Humboldt	22-May-84
	City of Bradbury	Los Angeles	17-Jun-97
	City of Brea	Orange	17-Aug-04
	City of Brentwood	Contra Costa	28-Apr-09
	City of Brisbane	San Mateo	28-Oct-91
	City of Buellton	Santa Barbara	01-Feb-92
	City of Burlingame	San Mateo	02-Aug-93
	City of Calabasas	Los Angeles	22-Feb-12

AGENCY	COUNTY	DATE - OPTED IN
City of Calexico	Imperial	21-Jan-14
City of California	Kern	03-Dec-91
City of Calistoga	Napa	07-Feb-91
City of Camarillo	Ventura	13-May-09
City of Campbell	Santa Clara	04-Feb-86
City of Canyon Lake	Riverside	01-Mar-00
City of Carlsbad	San Diego	08-Nov-88
City of Carpinteria	Santa Barbara	22-May-00
City of Carson	Los Angeles	07-Feb-17
City of Ceres	Stanislaus	22-Aug-88
City of Chino	San Bernardino	01-Oct-19
City of Chino Hills	San Bernardino	01-Dec-91
City of Chowchilla	Madera	11-Dec-00
City of Claremont	Los Angeles	10-Jan-89
City of Cloverdale	Sonoma	17-Mar-86
City of Clovis	Fresno	21-Oct-13
City of Coachella	Riverside	19-Aug-86
City of Colusa	Colusa	02-Apr-91
City of Concord	Contra Costa	26-Mar-13
City of Corcoran	Kings	15-Dec-97
City of Corning	Tehama	28-Oct-03
City of Corona	Riverside	16-Mar-88
City of Coronado	San Diego	01-Apr-08
City of Costa Mesa	Orange	06-Jun-06
City of Cotati	Somona	24-Sep-08
City of Crescent	Del Norte	20-Jan-86
City of Cupertino	Santa Clara	09-Dec-86
City of Daly City	San Mateo	23-May-11
City of Dana Point	Orange	11-Apr-17
City of Davis	Yolo	20-May-87
City of Del Mar	San Diego	21-Feb-12
City of Desert Hot Springs	Riverside	18-Apr-17

AGENCY	COUNTY	DATE - OPTED IN
City of Diamond Bar	Los Angeles	19-Jun-18
City of Dixon	Solano	09-Feb-16
City of Dublin	Alameda	21-Aug-12
City of El Centro	Imperial	06-Jun-90
City of El Cerrito	Contra Costa	15-Nov-16
City of El Monte	Los Angeles	18-May-04
City of El Segundo	Los Angeles	17-Jan-06
City of Elk Grove	Sacramento	01-Feb-16
City of Emeryville	Alameda	06-May-03
City of Escondido	San Diego	07-Feb-07
City of Fairfield	Solano	06-Sep-88
City of Farmersville	Tulare	12-Jan-09
City of Fillmore	Ventura	06-Dec-17
City of Fontana	San Bernardino	28-Apr-09
City of Fort Bragg	Mendocino	13-Apr-87
City of Foster	San Mateo	16-Feb-99
City of Fountain Valley	Orange	19-Aug-08
City of Fremont	Alameda	12-Nov-02
City of Fullerton	Orange	01-Jul-97
City of Galt	Sacramento	18-Mar-97
City of Garden Grove	Orange	27-Sep-05
City of Gardena	Los Angeles	11-Dec-12
City of Goleta	Santa Barbara	20-Oct-03
City of Gonzales	Monterey	21-Jun-10
City of Greenfield	Monterey	18-Nov-86
City of Gridley	Butte	03-Jul-89
City of Gustine	Merced	06-Oct-09
City of Half Moon Bay	San Mateo	19-Sep-06
City of Hanford	Kings	15-May-12
City of Hawthorne	Los Angeles	23-Dec-85
City of Healdsburg	Sonoma	20-Oct-14
City of Hemet	Riverside	25-Oct-88

AGENCY	COUNTY	DATE - OPTED IN
City of Hercules	Contra Costa	15-Oct-15
City of Hidden Hills	Los Angeles	14-May-01
City of Highland	San Bernardino	10-Sep-02
City of Hughson	Stanislaus	23-Aug-04
City of Imperial Beach	San Diego	20-Mar-90
City of Indio	Riverside	18-Feb-09
City of Industry	Los Angeles	25-Feb-99
City of Ione	Amador	03-Mar-09
City of Irvine	Orange	27-Feb-03
City of Irwindale	Los Angeles	27-Feb-86
City of Jackson	Amador	25-Mar-19
City of Kerman	Fresno	16-Dec-86
City of La Mirada	Los Angeles	14-Mar-17
City of La Puente	Los Angeles	10-Apr-18
City of La Verne	Los Angeles	01-Feb-88
City of Lafayette	Contra Costa	13-Jun-05
City of Laguna Hills	Orange	28-Apr-92
City of Laguna Niguel	Orange	06-Dec-05
City of Lake Elsinore	Riverside	22-Jul-14
City of Lake Forest	Orange	06-Feb-07
City of Lakeport	Lake	20-Jun-17
City of Lancaster	Los Angeles	09-Jan-07
City of Larkspur	Marin	18-Feb-98
City of Lathrop	San Joaquin	28-Nov-06
City of Lawndale	Los Angeles	03-Sep-13
City of Lemon Grove	San Diego	15-Nov-11
City of Lemoore	Kings	17-May-17
City of Livermore	Alameda	09-Apr-18
City of Lompoc	Santa Barbara	19-Nov-91
City of Los Altos	Santa Clara	10-Mar-87
City of Los Banos	Merced	06-Aug-86
City of Lynwood	Los Angeles	10-Oct-05

AGENCY	COUNTY	DATE - OPTED IN
City of Manhattan Beach	Los Angeles	18-Jul-17
City of Manteca	San Joaquin	09-Feb-19
City of Martinez	Contra Costa	04-Feb-87
City of Maywood	Los Angeles	12-Jun-19
City of Mendota	Fresno	23-Jul-19
City of Menifee	Riverside	01-Oct-08
City of Menlo Park	San Mateo	21-Oct-08
City of Mesa	San Diego	10-May-11
City of Mill Valley	Marin	08-Sep-87
City of Millbrae	San Mateo	22-May-18
City of Milpitas	Santa Clara	21-Jun-16
City of Mission Viejo	Orange	12-Dec-88
City of Monte Sereno	Santa Clara	06-May-97
City of Monterey Park	Los Angeles	15-Feb-12
City of Moorpark	Ventura	03-Mar-86
City of Moreno Valley	Riverside	13-May-86
City of Morgan Hill	Santa Clara	15-Jul-15
City of Morro Bay	San Luis Obispo	12-Jan-04
City of Murrieta	Riverside	01-Jul-91
City of Norwalk	Los Angeles	28-Apr-86
City of Novato	Marin	17-Jan-84
City of Oakdale	Stanislaus	04-Nov-02
City of Oceanside	San Diego	19-Dec-12
City of Ojai	Ventura	11-Mar-14
City of Ontario	San Bernardino	19-Jul-16
City of Orange	Orange	22-Jun-99
City of Orange Cove	Fresno	26-Feb-14
City of Orinda	Contra Costa	03-Aug-10
City of Oxnard	Ventura	08-Mar-94
City of Pacifica	San Mateo	11-Sep-00
City of Palm Springs	Riverside	19-Dec-01
City of Parlier	Fresno	01-Apr-17

AGENCY	COUNTY	DATE - OPTED IN
City of Paso Robles	San Luis Obispo	04-Jun-02
City of Patterson	Stanislaus	19-Aug-03
City of Perris	Riverside	11-Oct-88
City of Pico Rivera	Los Angeles	01-May-89
City of Pinole	Contra Costa	15-Nov-16
City of Pismo Beach	San Luis Obispo	01-May-12
City of Pittsburg	Contra Costa	02-Mar-92
City of Pleasant Hill	Contra Costa	04-Mar-03
City of Pleasanton	Alameda	01-Oct-91
City of Portola	Plumas	08-Sep-87
City of Rancho Cordova	Sacramento	05-Dec-16
City of Rancho Cucamonga	San Bernardino	21-Jun-17
City of Rancho Mirage	Riverside	30-Jul-87
City of Rancho Palos Verdes	Los Angeles	03-Apr-07
City of Rancho Santa Margarita	Orange	17-Jan-02
City of Redding	Shasta	18-Feb-92
City of Redlands	San Bernardino	17-Sep-96
City of Reedley	Fresno	08-Sep-15
City of Rio Dell	Humboldt	18-Apr-06
City of Rio Vista	Solano	01-Jul-10
City of Ripon	San Joaquin	08-Oct-19
City of Riverbank	Stanislaus	27-Mar-06
City of Rohnert Park	Sonoma	23-Mar-04
City of Rolling Hills Estates	Los Angeles	10-Nov-15
City of San Carlos	San Mateo	25-Jun-01
City of San Clemente	Orange	17-Mar-93
City of San Dimas	Los Angeles	10-Sep-19
City of San Gabriel	Los Angeles	20-May-08
City of San Jacinto	Riverside	02-Aug-01
City of San Joaquin	Fresno	11-Jun-91
City of San Juan Bautista	San Benito	20-Aug-19
City of San Juan Capistrano	Orange	19-Sep-06

AGENCY	COUNTY	DATE - OPTED IN
City of San Luis Obispo	San Luis Obispo	15-Apr-03
City of San Marino	Los Angeles	19-Mar-08
City of San Pablo	Contra Costa	02-Nov-09
City of Sanger	Fresno	19-Mar-15
City of Santa Clarita	Los Angeles	28-Mar-89
City of Santa Fe Springs	Los Angeles	09-Jan-86
City of Santa Maria	Santa Barbara	07-Dec-93
City of Santa Paula	Ventura	03-Nov-03
City of Saratoga	Santa Clara	05-Mar-86
City of Sausalito	Marin	11-Sep-12
City of Scotts Valley	Santa Cruz	05-Mar-86
City of Seaside	Monterey	19-Mar-09
City of Sierra Madre	Los Angeles	03-Oct-17
City of Simi Valley	Ventura	21-Oct-85
City of Solana Beach	San Diego	14-Jun-17
City of Solvang	Santa Barbara	14-Apr-08
City of Sonoma	Sonoma	15-May-02
City of South El Monte	Los Angeles	12-Feb-02
City of South Gate	Los Angeles	09-May-00
City of South Lake Tahoe	El Dorado	15-Apr-14
City of South Pasadena	Los Angeles	06-Jun-16
City of South San Francisco	San Mateo	12-Mar-03
City of St. Helena	Napa County	13-Nov-01
City of Stanton	Orange	24-May-11
City of Suisun	Solano	21-May-96
City of Susanville	Lassen	13-Aug-03
City of Tehama	Tehama	12-Jun-90
City of Temecula	Riverside	12-Mar-91
City of Temple City	Los Angeles	16-Jul-13
City of Thousand Oaks	Ventura	09-Jul-91
City of Tracy	San Joaquin	01-Sep-09
City of Turlock	Stanislaus	10-Sep-85

AGENCY	COUNTY	DATE - OPTED IN
City of Tustin	Orange	17-Mar-03
City of Twentynine Palms	San Bernardino	22-Sep-98
City of Ukiah	Mendocino	16-Aug-89
City of Union City	Alameda	12-Apr-05
City of Vacaville	Solano	08-Jun-93
City of Victorville	San Bernardino	15-Jul-03
City of Villa Park	Orange	24-Jul-07
City of Vista	San Diego	26-Jul-94
City of Walnut	Los Angeles	22-Apr-87
City of Walnut Creek	Contra Costa	02-Dec-14
City of Waterford	Stanislaus	06-Sep-18
City of Watsonville	Santa Cruz	24-Jun-86
City of West Covina	Los Angeles	18-Dec-07
City of West Hollywood	Los Angeles	02-May-88
City of Westlake Village	Los Angeles	25-Mar-09
City of Westminster	Orange	14-Jan-09
City of Wheatland	Yuba	09-Apr-19
City of Williams	Colusa	07-Apr-10
City of Willits	Mendocino	12-Apr-86
City of Winters	Yolo	01-Mar-11
City of Woodland	Yolo	16-Jan-07
City of Yorba Linda	Orange	03-Mar-86
City of Yuba	Sutter	07-Dec-93
City of Yucaipa	San Bernardino	26-Feb-01
Town of Colma	San Mateo	08-Apr-09
Town of Corte Madera	Marin	19-Jan-88
Town of Fairfax	Marin	03-Apr-13
Town of Hillsborough	San Mateo	13-Jul-03
Town of Los Altos Hills	Santa Clara	08-Nov-07
Town of Moraga	Contra Costa	26-May-04
Town of Ross	Marin	11-Aug-94
Town of Tiburon	Marin	21-Jan-87

AGENCY	COUNTY	DATE - OPTED IN
Town of Windsor	Sonoma	16-Sep-15
Town of Woodside	San Mateo	26-Jun-01
Town of Yountville	Napa	16-May-89
Town of Yucca Valley	San Bernardino	27-Nov-91
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Community College District		
Allan Hancock Joint Community College District	Santa Barbara	20-Jan-18
Antelope Valley College	Los Angeles	11-Jul-16
Butte-Glenn Community College District	Butte	30-Jan-13
Cabrillo Community College District	Santa Cruz	12-Sep-05
Cerritos Community College District	Los Angeles	10-Aug-11
Chabot-Las Positas Community College District	Alameda	20-Feb-07
Chaffey Community College District	San Bernardino	25-Mar-10
Citrus Community College District	Los Angeles	12-Apr-94
City College of San Francisco	San Mateo	24-Jan-19
College of the Sequoias Community College District	Tulare	18-Sep-03
College School District	Santa Barbara	01-Jul-15
Compton Community College District	Los Angeles	19-Jan-10
Contra Costa Community College District	Contra Costa	25-Oct-06
Desert Community College District	Riverside	19-Apr-06
El Camino Community College District	Los Angeles	15-Apr-19
Foothill-De Anza Community College	Santa Clara	04-Apr-16
Gavilan Joint Community College District	Santa Clara	12-Jan-16
Hartnell Community College District	Monterey	04-Oct-11
Imperial Valley College	Imperial	17-Apr-19
Kern Community College District	Kern	02-Mar-95
Lake Tahoe Community College District	El Dorado	10-Apr-18
Lassen Community College District	Lassen	08-May-18
Long Beach City College	Los Angeles	23-Oct-12
Los Angeles Community Colleges District	Los Angeles	16-May-01
Los Rios Community College District	Sacramento	10-Apr-19
Marin Community College District	Marin	18-Apr-17
Mendocino-Lake Community College District	Mendocino	01-Aug-07

AGENCY	COUNTY	DATE - OPTED IN
Merced Community College District	Merced	13-Jun-06
MiraCosta Community College District	San Diego	16-Nov-10
Monterey Peninsula Community College District	Monterey	27-Jul-06
Mt. San Antonio Community College	Los Angeles	17-Dec-08
Mt. San Jacinto Community College District	Riverside	28-Jun-07
Napa Valley Community College District	Napa	09-Oct-08
North Orange County Community College District	Orange County	08-Oct-13
Ohlone Community College District	Alameda	10-Jun-09
Palo Verde Community College District	Riverside	12-Apr-16
Palomar Community College District	San Diego	24-Jun-97
Pasadena City College	Los Angeles	21-Aug-13
Rancho Santiago Community College District	Orange	20-Nov-95
Redwoods Community College District	Humboldt	07-Feb-12
Rio Hondo Community College District	Los Angeles	18-Feb-15
Riverside Community College District	Riverside	16-Feb-10
San Bernardino Community College District	San Bernardino	13-Sep-07
San Diego Community College District	San Diego	25-Jan-18
San Francisco City College	San Mateo	24-Jan-19
San Joaquin Delta College	San Joaquin	18-Apr-17
San Jose Evergreen Community College District	Santa Clara	11-Dec-18
San Luis Obispo County Community College District	San Luis Obispo	07-Jan-15
San Mateo County Community College District	San Mateo	09-May-07
Santa Barbara City College	Santa Barbara	28-Jun-07
Santa Clarita Community College District	Los Angeles	21-Jan-04
Shasta-Tehama-Trinity Joint Community College District	Shasta	13-Oct-10
Sierra Joint Community College District	Placer	13-Jun-06
Siskiyou Joint Community College District	Siskiyou	03-Jun-08
Solano Community College District	Solano	18-Jul-18
Sonoma County Junior College District	Sonoma	14-Mar-06
South Orange County Community College District	Orange County	19-Nov-18
State Center Community College District	Fresno	01-Aug-17
Ventura County Community College District	Ventura	10-Feb-15

AGENCY	COUNTY	DATE - OPTED IN
Victor Valley Community College District	San Bernardino	11-Jun-19
West Hills Community College District	Fresno	11-Apr-95
West Kern Community College District	Kern	09-Feb-05
West Valley Mission Community College District	Santa Clara	16-Mar-06
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County		
County of Alameda	Alameda	15-Mar-94
County of Alpine	Alpine	18-Sep-01
County of Butte	Butte	22-Jun-99
County of Calaveras	Calaveras	27-Feb-06
County of Contra Costa	Contra Costa	14-Sep-93
County of Del Norte	Del Norte	14-Sep-93
County of El Dorado	El Dorado	06-May-86
County of Fresno	Fresno	10-Dec-97
County of Glenn	Glenn	18-Jul-95
County of Humboldt	Humboldt	21-Feb-95
County of Imperial	Imperial	09-Mar-99
County of Kern	Kern	03-Dec-13
County of Kings	Kings	20-Sep-94
County of Lake	Lake	06-Sep-94
County of Lassen	Lassen	27-Nov-07
County of Madera	Madera	13-Jan-00
County of Marin	Marin	17-Jun-86
County of Mariposa	Mariposa	11-Apr-95
County of Mendocino	Mendocino	18-May-99
County of Mono	Mono	16-Nov-99
County of Napa	Napa	01-Nov-10
County of Orange	Orange County	18-Aug-98
County of Plumas	Plumas	15-Aug-06
County of Riverside	Riverside	11-Jul-95
County of Sacramento	Sacramento	14-Oct-99
County of San Bernardino	San Bernardino	25-May-93
County of San Joaquin	San Joaquin	07-Oct-14

AGENCY	COUNTY	DATE - OPTED IN
County of San Luis Obispo	San Luis Obispo	17-Nov-87
County of San Mateo	San Mateo	28-Jun-94
County of Santa Barbara	Santa Barbara	07-Apr-86
County of Santa Clara	Santa Clara	11-Jun-91
County of Shasta	Shasta	02-Aug-94
County of Sierra	Sierra	03-Feb-15
County of Siskiyou	Siskiyou	20-Apr-10
County of Solano	Solano	22-Nov-13
County of Sonoma	Sonoma	07-Feb-95
County of Stanislaus	Stanislaus	11-Mar-86
County of Trinity	Trinity	17-Oct-89
County of Tulare	Tulare	21-Feb-95
County of Tuolumne	Tuolumne	22-Sep-92
County of Ventura	Ventura	01-Jul-96
County of Yolo	Yolo	27-Aug-02
County of Yuba	Yuba	31-Dec-90

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School District

Acalanes Union High School District	Contra Costa	15-May-19
Adelanto School District	San Bernarino	11-Sep-06
Alameda Unified School District	Alameda	25-Feb-14
Albany Unified School District	Alameda	24-Jun-14
Alexander Valley Union School District	Sonoma	19-Oct-15
Alhambra Unified School District	Los Angeles	13-May-14
Alisal Union School District	Monterey	09-Mar-09
Allensworth Elementary School District	Tulare	10-May-16
Alpaugh Unified School District	Tulare	14-Sep-17
Alpine County Office of Education	Alpine	23-Jun-16
Alpine County Unified School District	Alpine	23-Jun-16
Alta Vista Elementary School District	Tulare	11-Dec-06
Alum Rock Union Elementary School District	Santa Clara	13-Nov-08
Anaheim Elementary School District	Orange	29-May-19
Anderson Union High School District	Shasta	01-Jul-94

AGENCY	COUNTY	DATE - OPTED IN
Antelope Valley Joint Union High School District	Los Angeles	07-Feb-07
Antioch Unified School District	Contra Costa	23-Feb-94
Apple Valley Unified School District	San Bernardino	21-Apr-04
Arcadia Unified School District	Los Angeles	10-Nov-15
Arcata School District	Humboldt	14-Oct-19
Armona Union Elementary School District	Kings	22-Jan-09
Aromas-San Juan Unified School District	San Benito	19-Jun-13
Arvin Union School District	Kern	09-Apr-19
Atwater Elementary School District	Merced	12-Apr-11
Auburn Union Elementary School District	Placer	22-Oct-08
Azusa Unified School District	Los Angeles	20-Feb-18
Baker Valley Unified School District	San Bernardino	12-Jun-14
Bakersfield City School District	Kern	08-Mar-94
Baldwin Park Unified School District	Los Angeles	14-Feb-17
Banta Elementary School District	San Joaquin	14-Nov-19
Barstow Unified School District	San Bernardino	08-Oct-02
Beaumont Unified School District	Riverside	08-May-07
Bellevue Elementary School District	Tuolumne	25-Feb-16
Bellevue Union School District	Sonoma	15-Apr-14
Bellflower Unified School District	Los Angeles	09-Dec-19
Bend Elementary School District	Tehama	09-Aug-06
Benicia Unified School District	Solano	21-May-15
Bennett Valley Union School District	Sonoma	07-Oct-15
Berkeley Unified School District	Alameda	13-Dec-01
Berryessa Union School District	Santa Clara	06-Dec-16
Beverly Hills Unified School District	Los Angeles	26-Jan-16
Big Pine Unified School District	Inyo	09-Nov-10
Big Sur Unified School District/Public Valley School	Monterey	27-Aug-19
Biggs Unified School District	Butte	25-Jun-18
Black Oak Mine Unified School District	El Dorado	09-Aug-18
Blochman Union School District	Santa Barbara	13-May-14
Bonita Unified School District	Los Angeles	10-Dec-14

AGENCY	COUNTY	DATE - OPTED IN
Bonsall Union School District	San Diego	12-May-11
Borrego Springs Unified School District	San Diego	22-Jul-15
Brea Olinda Unified School District	Orange	09-Nov-15
Brentwood Union School District	Contra Costa	07-Dec-94
Bret Harte Union High School District	Calaveras	30-Jun-08
Briggs Elementary School District	Ventura	09-May-07
Buellton Union School District	Santa Barbara	14-Jun-17
Buena Vista Elementary School	Tulare	03-Sep-08
Burbank Unified School District	Los Angeles	02-Feb-12
Burnt Ranch School District	Trinity	08-Nov-18
Burrel Union Elementary School District	Fresno	02-Feb-16
Burton School District	Tulare	16-Apr-18
Butte County Office of Education	Butte	19-Nov-07
Byron Union Elementary	Contra Costa	05-May-93
Cabrillo Unified School District	San Mateo	08-Nov-12
Cajon Valley Union School District	San Diego	23-Oct-12
Calaveras Unified School District	Calaveras	12-Jan-16
Calexico Unified School District	Imperial	08-Nov-18
Calistoga Joint Unified School District	Napa	03-Mar-14
Cambrian School District	Santa Clara	13-May-03
Camino Union School District	El Dorado	09-Feb-16
Campbell Union High School District	Santa Clara	01-Oct-10
Campbell Union School District	Santa Clara	23-Sep-10
Camptonville Academy Governing Board (CORE)	Los Angeles	12-Jun-12
Cardiff School District	San Diego	22-Apr-04
Carlsbad Unified School District	San Diego	12-Nov-14
Carmel Unified School District	Monterey	30-Mar-16
Caruthers Unified School District	Fresno	25-Aug-14
Castaic Union School District	Los Angeles	21-Feb-13
Castro Valley Unified School District	Alameda	09-Mar-05
Center (Joint) Unified School District	Sacramento	21-Apr-10
Centinela Valley Union High School District	Los Angeles	26-Jul-11

AGENCY	COUNTY	DATE - OPTED IN
Central School District	San Bernardino	11-Oct-18
Central Unified School District	Fresno	22-Jan-13
Central Union School District	Kings	13-Jun-16
Chaffey Joint Union High School District	San Bernardino	17-May-05
Charter Oak Unified School District	Los Angeles	09-Aug-18
Chawanakee Unified School District	Madera	19-Jul-16
Chico Unified School District	Butte	15-Nov-00
Chino Valley Unified School District	San Bernardino	09-May-13
Chowchilla Elementary School District	Madera	15-Oct-07
Chula Vista Elementary School District	San Diego	20-Jan-16
Cinnabar Elementary School District	Sonoma	27-Jun-17
Claremont Unified School District	Los Angeles	18-Mar-13
Clay Joint Elementary School District	Fresno	04-Aug-15
Cloverdale Unified School District	Sonoma	14-Nov-16
Clovis Unified School District	Fresno	05-Jan-11
Coalinga-Huron Unified School District	Fresno	23-Jul-19
Coast Unified School District	San Luis Obispo	14-Dec-00
Coffee Creek Elementary School	Trinity	10-May-19
Cold Spring Elementary School District	Santa Barbara	11-Feb-13
Colton Joint Unified School District	San Bernardino	04-Oct-07
Colton, Redlands, Yucaipa Regional Occupational Program (CRY-RO	San Bernardino	17-Feb-17
Columbia Elementary School District	Shasta	15-Sep-15
Columbia Union School District	Tuolumne	10-Nov-15
Columbine School	Tulare	13-Mar-19
Colusa Unified School District	Colusa	20-Sep-11
Compton Unified School District	Los Angeles	12-Dec-00
Conejo Valley Unified School District	Ventura	02-Oct-07
Contra Costa County Office of Education	Contra Costa	28-Jun-06
Corcoran Unified School District	Kings	10-Jan-12
Corning Union Elementary School District	Tehama	12-Jul-16
Corning Union High School District	Tehama	17-May-18
Coronado Unified School District	San Diego	08-Feb-18

AGENCY	COUNTY	DATE - OPTED IN
Corona-Norco Unified School District	Riverside	01-May-18
Cotati-Rohnert Park	Sonoma	28-Jun-16
Cottonwood Creek Charter School	Shasta	13-Feb-18
Cottonwood Union School District	Yolo	06-Jun-17
County Unified School District	Amador	14-Jun-17
Culver City Unified School District	Los Angeles	29-Sep-15
Cupertino Union School District	Santa Clara	20-Aug-13
Curtis Creek School District	Tuolumne	17-Sep-19
Cutler-Orosi Joint Unified School District	Tulare	12-Jun-02
Dehesa School District	San Diego	16-Sep-16
Del Mar Union School District	San Diego	25-Sep-13
Del Norte County Unified School District	Del Norte	12-Mar-09
Delano Joint Union High School District	Kern	14-Jun-04
Delano Union School District	Kern	10-Jun-08
Delhi Unified School District	Merced	13-Dec-16
Denair Unified School District	Stanislaus	14-Mar-02
Desert Center Unified School District	Riverside	13-Dec-16
Desert Sands Unified School District	Riverside	02-Apr-19
Dinuba Unified School District	Tulare	25-Mar-99
Dixon Unified School District	Solano	17-Nov-11
Dos Palos - Oro Loma Joint Unified School District	Merced	25-Jul-17
Downey Unified School District	Los Angeles	09-Apr-19
Duarte Unified School District	Los Angeles	15-Jan-15
Dublin Unified School District	Alameda	02-Mar-94
Dunsmuir Joint Union High School District	Siskiyou	15-Apr-15
Earlimart School District	Tulare	20-Aug-19
East Side Union High School District	Santa Clara	14-Feb-13
East Whittier City School District	Los Angeles	07-Dec-15
Eastern Sierra Unified School District	Mono	29-May-08
Eastside Union School District	Los Angeles	14-Feb-13
El Dorado Union High School District	El Dorado	23-Aug-11
El Monte City School District	Los Angeles	17-Oct-16

AGENCY	COUNTY	DATE - OPTED IN
El Monte Union High School District	Los Angeles	05-Aug-15
Empire Union School District	Stanislaus	05-Aug-04
Encinitas Union School District	San Diego	20-Jan-15
Enterprise Elementary School District	Shasta	07-Mar-12
Escalon Unified School District	San Joaquin	14-Jun-05
Escondido Union High School District	San Diego	11-Dec-18
Escondido Union School District	San Diego	26-Sep-18
Esparto Unified School District	Yolo	23-Sep-15
Etiwanda School District	San Bernardino	08-Nov-12
Eureka Union School District	Placer	07-Mar-06
Evergreen School District	Santa Clara	23-Jun-05
Evergreen Union School District	Tehama	17-May-94
Exeter Unified School District	Tulare	12-Jun-14
Fairfax School District	Kern	11-Sep-14
Fairfield-Suisun Unified School District	Solano	26-Mar-09
Fall River Joint Unified School District	Shasta	28-Jun-17
Fallbrook Union High School District	San Diego	01-May-97
Farmersville Unified School District	Tulare	24-Sep-19
Fieldbrook School District	Humboldt	15-Nov-16
Fillmore Unified School District	Ventura	15-Jan-13
Firebaugh-Las Deltas Unified School District	Fresno	08-Oct-15
Folsom Cordova Unified School District	Sacramento	18-Nov-10
Fontana Unified School District	San Bernardino	12-Dec-07
Forestville Union School District	Sonoma	11-Jun-18
Fort Ross Elementary School District	Sonoma	27-Mar-17
Fortuna Union High School District	Humboldt	10-Dec-19
Fountain Valley School District	Orange	07-Sep-17
Fowler Unified School District	Fresno	11-May-16
Franklin Elementary School District	Sutter	11-Dec-18
Franklin-McKinley School District	Santa Clara	26-Aug-08
Fremont Unified School District	Alameda	19-Jun-96
Fremont Union High School District	Santa Clara	13-Nov-18

AGENCY	COUNTY	DATE - OPTED IN
Fresno County Office of Education	Fresno	19-Jun-08
Fresno Unified School District	Fresno	08-Jan-14
Fruitvale School District	Kern	10-May-94
Garden Grove Unified School District	Orange	17-Dec-13
Garvey School District	Los Angeles	04-Apr-02
Gateway Unified School District	Shasta	15-Apr-15
General Shafter School District	Kern	05-Apr-19
Gilroy Unified School District	Santa Clara	19-Jan-06
Glendale Unified School District	Los Angeles	13-Dec-11
Glendora Unified School District	Los Angeles	24-Jun-19
Glenn County Office of Education	Glenn	08-Jun-18
Gold Oak Union School District	El Dorado	25-Jan-16
Gold Trail Union School District	El Dorado	26-Apr-06
Golden Feather Union School District	Butte	01-May-19
Golden Plains Unified School District	Fresno	13-Sep-16
Golden Valley Unified School District	Madera	25-Apr-17
Goleta Union School District	Santa Barbara	12-Apr-17
Grant Elementary School District	Shasta	14-Jun-18
Grass Valley School District	Nevada	10-Sep-13
Gratton School District	Stanislaus	03-Feb-15
Gravenstein Union School District	Sonoma	11-May-94
Great Valley Academy Charter School	Stanislaus	16-Jul-09
Greenfield Union School District	Monterey	06-Nov-07
Greenfield Union School District - Bakersfield	Kern	22-Feb-12
Grossmont Union High School District	San Diego	29-Apr-04
Guadalupe Union School District	Santa Barbara	20-Jun-13
Guerneville School District	Sonoma	27-May-16
Hamilton Unified School District	Glenn	28-Feb-18
Hanford Elementary School District	Kings	28-Oct-15
Harmony Union School District	Sonoma	20-Apr-17
Hart-Ransom Union School District	Stanislaus	25-Mar-15
Hayward Unified School District	Alameda	27-Jun-07

AGENCY	COUNTY	DATE - OPTED IN
Healdsburg Unfied School District	Sonoma	25-Apr-17
Heber Elementary School District	Imperial	11-Apr-19
Helendale School District	San Bernardino	12-Dec-07
Hemet Unified School District	Riverside	04-Mar-08
Hermosa Beach School District	Los Angeles	13-May-09
Hesperia Unified School District	San Bernardino	09-Jul-01
Hickman Community Charter District	Stanislaus	30-May-07
Hillsborough City School District	San Mateo	17-Apr-19
Hilmar Unified School District	Merced	13-Mar-12
Hollister School District	San Benito	22-Jan-08
Hope School District	Santa Barbara	14-Nov-16
Hueneme Elementary School District	Ventura	24-Oct-16
Hughson Unified School District	Stanislaus	12-Jun-07
Huntington Beach Union High School District	Orange	18-Nov-19
Igo-Ono-Platina Union School District	Shasta	12-Jan-15
Inglewood Unified School District	Los Angeles	27-Jun-14
Island Union School District	Kings	20-Nov-19
Jamul Dulzura Union Elementary School District	San Diego	19-Apr-16
Jefferson Elementary School District	San Mateo	09-Nov-16
Jefferson School District	San Joaquin	22-Jun-10
Jefferson Union High School District	San Mateo	17-Apr-07
John Swett Unified School District	Contra Costa	13-Apr-11
Julian Union High School	San Diego	
Junction Elementray School District	Shasta	19-Jan-17
Jurupa Unified School District	Riverside	14-Mar-16
Kelseyville Unified School District	Lake	15-Nov-16
Kentfield School District	Marin	09-May-17
Kenwood School District	Sonoma	14-Oct-15
Keppel Union School District	Los Angeles	23-Mar-00
Kerman Unified School District	Fresno	21-May-15
Kern County Superintendent of Schools	Kern	08-Jan-19
Kern High School District	Kern	02-May-94

AGENCY	COUNTY	DATE - OPTED IN
Kernville Union School District	Kern	24-Jul-13
Keyes Union School District	Stanislaus	09-Apr-08
Kings Canyon Joint Unified	Fresno	15-Apr-96
Kings County Office of Education	Kings	06-May-98
Kings River Union Elementary School District	Fresno	12-May-08
Kingsburg Elementary Charter School District	Fresno	13-Oct-16
Kingsburg Joint Union High School District	Fresno	11-Dec-17
Kit Carson Union Elementary School District	Sacramento	19-Aug-15
Knightsen Elementary School District	Contra Costa	13-Apr-16
Konocti Unified School District	Lake	20-Jun-18
La Cañada Unified School District	Los Angeles	15-Oct-13
La Honda-Pescadero Unified School District	San Mateo	04-Jul-09
La Mesa-Spring Valley Schools	San Diego	03-Oct-17
Lafayette School District	Contra Costa	13-Apr-17
Laguna Salada Union Elementary	San Mateo	10-Aug-95
Lagunitas School District	Marin	15-Mar-18
Lake County Office of Education	Lake	18-Apr-18
Lake Elementary School District	Glenn	17-Apr-18
Lake Elsinore Unified School District	Riverside	20-Nov-08
Lakeport Unified School District	Lake	12-Nov-15
Lakeside Union Elementary School District	Kings	11-Apr-19
Lakeside Union Elementary School District (Kings)	Kings	11-Apr-19
Lakeside Union School District (Bakersfield)	Kern	10-Nov-09
Lakeside Union School District (Lakeside)	San Diego	10-Aug-17
Lamont Elementary School District	Kern	29-Jul-15
Lancaster School District	Los Angeles	07-Dec-10
Las Virgenes Unified School District	Los Angeles	11-Dec-07
Lassen Union High School District	Lassen	12-Dec-17
Lassen View Union Elementary School District	Tehama	15-Apr-19
Laton Unified School District	Fresno	10-Nov-15
Latrobe School District	El Dorado	17-May-06
Laytonville Unified School District	Mendocino	02-Feb-17

AGENCY	COUNTY	DATE - OPTED IN
Lemon Grove School District	San Diego	12-Jun-18
Lemoore Union Elementary School District	Kings	13-Oct-15
Lemoore Union High School District	Kings	19-May-94
Liberty Union High School District	Contra Costa	25-Sep-13
Linden Unified School District	San Joaquin	20-Jul-05
Lindsay Unified School District	Tulare	11-Sep-06
Linns Valley -Poso Flat School District	Kern	24-Jun-19
Little Lake City School District	Los Angeles	24-Sep-13
Livermore Valley Joint Unified School District	Alameda	15-Mar-16
Livingston Union School District	Merced	11-Aug-11
Lodi Unified School District	San Joaquin	04-Sep-12
Loma Prieta Elementary School District	Santa Clara	08-Mar-06
Lompoc Unified School District	Santa Barbara	14-Jun-16
Long Beach Unified School District	Los Angeles	21-Mar-18
Los Banos Unified School District	Merced	17-Jul-08
Los Gatos Union School District	Santa Clara	20-Apr-10
Los Gatos-Saratoga High School District	Santa Clara	29-Jul-08
Los Molinos Unified School District	Tehama	19-Jul-94
Los Olivos School District	Santa Barbara	08-May-17
Lost Hills Union School District	Kern	12-Jan-15
Lucerne Valley Unified School District	San Bernadino	02-Nov-05
Lucia Mar Unified School District	San Luis Obispo	13-Jul-99
Lynwood Unified School District	Los Angeles	08-May-07
Madera Unified School District	Madera	09-Jan-96
Mammoth Unified School District	Mono	13-Jun-19
Manchester Union Elementary School District	Mendocino	17-Apr-18
Manteca Unified School District	San Joaquin	12-Jul-05
Maricopa Elementary School	Kern	05-Apr-95
Mariposa County Office of Education	Mariposa	16-Jun-16
Mariposa County Unified School District	Mariposa	16-Jun-16
Martinez Unified School District	Contra Costa	12-Jun-06
Marysville Joint Unified School District	Yuba	26-Apr-16

AGENCY	COUNTY	DATE - OPTED IN
Maxwell Unified School District	Colusa	10-Sep-14
Mendocino County Office of Education	Mendocino	17-Jun-16
Mendocino Unified School District	Menodcino	17-Dec-15
Menlo Park City School District	San Mateo	04-Apr-07
Merced City School District	Merced	19-Oct-04
Merced County Office of Education	Merced	07-Apr-08
Merced Union High School District	Merced	10-Jun-15
Mesa Union School District	Ventura	13-Dec-11
Metropolitan Education District	Santa Clara	24-Jun-09
Middletown Unified School District	Lake	19-Apr-06
Millbrae School District	San Mateo	12-Apr-18
Milpitas Unified School District	Santa Clara	25-Nov-03
Milville Elementary School	Shasta	13-Dec-11
Modesto City School District	Stanislaus	09-Aug-04
Modoc County Office of Education	Modoc	15-Nov-11
Modoc Joint Unified School District	Modoc	21-Apr-94
Mojave Unified School District	Kern	09-Mar-10
Monrovia Unified School District	Los Angeles	22-Aug-18
Monson-Sultana Joint Union Elementary School District	Tulare	06-Aug-19
Monte Rio Union School District	Sonoma	08-Dec-11
Monterey County Board of Education	Monterey	18-Apr-12
Monterey Peninsula Unified School District	Monterey	13-Feb-96
Montgomery School District	Sonoma	09-Mar-15
Moorpark Unified School District	Ventura	14-Jun-16
Moraga School District	Contra Costa	12-Jun-07
Moreland School District	Santa Clara	25-Mar-08
Moreno Valley Unified School District	Riverside	08-Mar-05
Morgan Hill Unified School District	Santa Clara	05-Jun-18
Morongo Unified School District	San Bernardino	05-Nov-13
Mountain Elementary School District	Santa Cruz	12-Sep-18
Mountain Empire Unified School District	San Diego	08-Oct-13
Mountain Union Elementary School District	Shasta	13-Mar-19

AGENCY	COUNTY	DATE - OPTED IN
Mountain Valley Unified School District	Trinity	14-Nov-18
Mountain View School District	Los Angeles	16-Jan-19
Mountain View-Los Altos Union High School District	Santa Clara	12-Feb-01
Mountain View-Whisman School District	Santa Clara	03-Jun-04
Mt. Diablo Unified School District	Contra Costa	24-Feb-04
Mupu Elementary School District	Ventura	18-Nov-15
Murrieta Valley Unified School District	Riverside	18-May-06
Napa County Office of Education	Napa	01-Oct-16
Napa Valley Unified School District	Napa	06-Dec-18
National School District	San Diego	23-Jan-13
Natomas Unified School District	Sacramento	13-Nov-13
Nevada City School District	Nevada	14-Feb-17
Nevada Joint Union High School District	Nevada	13-Nov-96
New Haven Unified School District	Alameda	01-Mar-94
Newark Unified School District	Alameda	05-Jul-05
Newcastle Elementary School District	Placer	10-May-17
Newhall School District	Los Angeles	27-Nov-07
Norris School District	Kern	28-Feb-96
North Monterey County Unified School District	Monterey	12-Jun-14
Northern Humboldt Union High School District	Humboldt	09-Aug-16
Norwalk-La Mirada Unified School District	Los Angeles	06-Jan-14
Novato Unified School District	Marin	29-Jan-13
Oak Grove Elementary School District	Santa Clara	22-Aug-96
Oak Park Unified School District	Ventura	19-Nov-13
Oakdale Joint Unified School District	Stanislaus	14-Aug-06
Oakland Unified School District	Alameda	14-Oct-09
Oakley Union Elementary School District	Contra Costa	20-Feb-02
Ocean View School District	Ventura	14-Nov-06
Oceanside Unified School District	San Diego	09-Oct-18
Ojai Unified School District	Ventura	07-Feb-12
Old Adobe Union School District	Sonoma	11-Dec-12
Ontario-Montclair School District	San Bernardino	15-Jan-09

AGENCY	COUNTY	DATE - OPTED IN
Orange Center School District	Fresno	10-Jul-19
Orange Unified School District	Orange	17-Jan-19
Orcutt Union School District	Santa Barbara	09-Oct-19
Orinda Union School District	Contra Costa	13-Jun-16
Orland Unified School District	Glenn	13-Feb-18
Oro Grande Elementary School District	San Bernardino	09-May-06
Oroville City Elementary School District	Butte	22-Mar-17
Oroville Union High School District	Sonoma	15-Aug-18
Oxnard School District	Ventura	16-Jun-10
Oxnard Union High School District	Ventura	28-Sep-94
Pacific Grove Unified School District	Monterey	29-Jun-17
Pacific Union School District	Humboldt	08-Sep-16
Pacifica Union School District.	San Mateo	28-Aug-19
Pajaro Valley Unified School District	Santa Cruz	08-Nov-00
Palermo Union School District	Butte	17-Aug-16
Palm Springs Unified School District	Riverside	12-Jan-99
Palmdale School District	Los Angeles	16-Sep-08
Palo Alto Unified School District	Santa Clara	13-Mar-01
Palo Verde Union Elementary School District	Tulare	12-Dec-18
Palos Verdes Peninsula Unified School District	Los Angeles	18-Apr-18
Panama-Buena Vista Union School District	Kern	14-Nov-06
Parlier Unified School District	Fresno	27-Oct-09
Pasadena Unified School District	Los Angeles	07-Oct-08
Paso Robles Joint Unified School District	San Luis Obispo	26-Aug-97
Patterson Joint Unified School District	Stanislaus	05-May-19
Perris Union High School District	Riverside	21-Sep-05
Piedmont Unified School District	Alameda	09-Jan-19
Pierce Joint Unified School District	Colusa	12-Mar-15
Pine Ridge Elementary School District	Fresno	22-May-17
Piner-Olivet Union School District	Sonoma	14-Jun-05
Pioneer Union School District	El Dorado	25-Jun-15
Pittsburg Unified School District	Contra Costa	24-Jan-07

AGENCY	COUNTY	DATE - OPTED IN
Pixkey Union School District	Tulare	09-Feb-16
Placer County Office of Education	Placer	13-Jul-06
Placer Union High School District	Placer	12-Jul-05
Placerville Union School District	El Dorado	17-Feb-16
Plaza Elementary School District	Glenn	26-Apr-18
Pleasant Valley Joint Union Elementary School District	San Luis Obispo	09-Dec-15
Pleasant Valley School District	Ventura	16-Feb-12
Pleasant View School District	Tulare	14-Jul-14
Pleasanton Unified School District	Alameda	14-Mar-17
Plumas Unified School District	Plumas	10-Oct-18
Pollack Pines Elementary School District	El Dorado	08-Mar-11
Pomona Unified School District	Los Angeles	10-Dec-14
Pond Union School District	Kern	11-Aug-15
Porterville Unified School District	Tulare	08-Sep-16
Portola Valley School District	San Mateo	06-Mar-19
Poway Unified School District	San Diego	14-Sep-17
Ramona Unified School District	San Diego	17-Mar-15
Ravenswood City School District	San Mateo	27-Apr-17
Red Bluff Joint Union High School District	Tehama	18-May-94
Red Bluff Union School District	Tehama	26-Oct-99
Redding School District	Shasta	12-Jan-15
Redlands Unified School District	San Bernardino	15-Jan-08
Redondo Beach Unified School District	Los Angeles	22-Jan-19
Redwood City School District	San Mateo	24-Aug-05
Reef-Sunset Unified School District	Kings	18-Nov-99
Rescue Union School District	El Dorado	07-Aug-01
Rialto Unified School District	San Bernardino	18-Nov-02
Richgrove Elementary School District	Tulare	14-Oct-10
Richland School District	Kern	21-Aug-06
Richmond Elementary School District	Lassen	11-May-17
RIM of the World Unified School District	San Bernardino	10-Jun-09
Rincon Valley Union School District	Sonoma	21-Jun-94

AGENCY	COUNTY	DATE - OPTED IN
Rio Bravo-Greeley Union School District	Kern	08-Oct-18
Rio School District	Ventura	17-Feb-04
Riverbank Unified School District	Stanislaus	06-Mar-18
Riverdale Joint Unified School District	Fresno	08-Jun-16
Riverside County Office of Education	Riverside	17-Nov-11
Riverside Unified School District	Riverside	21-Jun-04
Roberts Ferry Union School District	Stanislaus	17-Apr-18
Rockford School District	Tulare	13-Dec-18
Rocklin Unified School District	Placer	18-Oct-17
Romoland School District	Riverside	13-Feb-18
Rosedale Union School District	Kern	12-Jul-05
Roseland Charter School	Sonoma	16-Apr-19
Roseland School District	Sonoma	15-Aug-07
Roseville City School District	Placer	23-Jun-05
Ross Valley School District	Marin	16-May-17
Round Valley Joint Elementary School District	Inyo	14-May-12
Rowland Unified School District	Los Angeles	18-Aug-08
Sacramento City Unified School District	Sacramento	27-Jan-92
Saddleback Valley Unified School District	Orange	09-Feb-17
Salinas City Elementary School District	Monterey	09-Jan-06
Salinas Union High School District	Monterey	11-Sep-18
San Benito High School District	San Benito	22-Oct-19
San Bernardino County Superintendent of Schools	San Bernardino	03-Apr-17
San Bruno Park School District	San Mateo	14-Jun-00
San Carlos Elementary School District	San Mateo	13-Feb-96
San Diego County Office of Education (K-12 Public Schools and Com	San Diego	04-Nov-15
San Dieguito Union High School District	San Diego	17-Aug-17
San Francisco Unified School District	San Francisco	27-Oct-15
San Jacinto Unified School District	Riverside	17-Aug-10
San Jose Unified School District	Santa Clara	10-Dec-98
San Juan Unified School District	Sacramento	28-May-96
San Leandro Unified School District	Alameda	20-May-14

AGENCY	COUNTY	DATE - OPTED IN
San Lorenzo Unified School District	Alameda	01-Mar-94
San Luis Coastal Unified School District	San Luis Obispo	23-Apr-96
San Luis Obispo County Office of Education	San Luis Obispo	06-Jan-00
San Marcos Unified School District	San Diego	15-Jul-14
San Marino Unified School District	Los Angeles	14-Sep-10
San Mateo County Office of Education	San Mateo	17-Oct-17
San Mateo-Foster City School District	San Mateo	07-May-09
San Miguel Unified School District	San Luis Obispo	04-Apr-06
San Pasqual Union School District	San Diego	10-Aug-04
San Rafael City Schools	Marin	10-Apr-95
San Ramon Valley Unified School District	Contra Costa	06-Mar-07
San Ysidro School District	San Diego	08-Feb-18
Sanger Unified School District	Fresno	09-Oct-12
Santa Ana Unified School District	Orange County	12-Feb-19
Santa Barbara School Districts	Santa Barbara	27-Jan-09
Santa Clara County Office of Education	Santa Clara	20-Mar-19
Santa Clara Elementary School District	Ventura	18-Nov-15
Santa Clara Unified School District	Santa Clara	27-May-99
Santa Cruz City Schools	Santa Cruz	26-Oct-05
Santa Maria Joint Union High School District	Santa Barbara	11-Jul-05
Santa Maria-Bonita School District	Santa Barbara	08-Apr-09
Santa Monica-Malibu Unified School District	Los Angeles	18-Nov-10
Santa Paula Unified School District	Ventura	16-May-13
Santa Rita Union Elementary School District	Monterey	01-May-12
Santa Rosa City School District	Sonoma	28-Oct-15
Santa Ynez Valley Union High School District	Santa Barbara	03-Apr-17
Santee School District	San Diego	04-Sep-12
Saratoga Union School District	Santa Clara	08-Feb-18
Saucelito School District	Tulare	19-Jul-16
Saugus Union School District	Los Angeles	02-Feb-04
Scott Valley Unified School District	Siskiyou	15-Jun-16
Sebastopol Union School District	Sonoma	09-Jun-16

AGENCY	COUNTY	DATE - OPTED IN
Seeley Union School District	Imperial	17-Dec-19
Sequoia Union High School District	San Mateo	05-Oct-94
Shandon Joint Unified School District	San Luis Obispo	16-May-15
Shasta County Office of Education	Shasta	12-Nov-14
Shasta Union Elementary School District	Shasta	12-Jan-15
Shasta Union High School District	Shasta	12-May-15
Shoreline Unified School District	Sonoma	19-Jan-17
Sierra Sands Unified School District	Kern	16-Jun-94
Sierra Unified School District	Fresno	09-Apr-08
Silver Fork Elementary School District	El Dorado	01-Mar-11
Silver Valley Unified School District	San Bernardino	09-Dec-02
Simi Valley Unified School District	Ventura	11-Sep-12
Siskiyou Union High School District	Siskiyou	12-Aug-15
Snowline Joint Unified School District	San Bernardino	10-Jun-03
Solana Beach School District	San Diego	23-Apr-15
Soledad Unified School District	Monterey	09-Dec-15
Somis Union School District	Ventura	13-Mar-07
Sonoma County Office of Education	Sonoma	11-Feb-16
Sonoma Valley Unified School District	Sonoma	09-Apr-91
Sonora School District	Tuolumne	18-Jan-12
Sonora Union High School District	Tuolumne	05-May-05
Soquel Union Elementary School District	Santa Cruz	06-Sep-06
South Bay Union School District	San Diego	14-Jun-04
South Fork Union School District	Kern	12-Aug-13
South Monterey Joint Union High School District	Monterey	10-Jun-09
South Pasadena Unified School District	Los Angeles	25-Jun-96
South San Francisco Unified School District	San Mateo	24-May-18
Southern Kern Unified School District	Kern	14-May-14
Spencer Valley School District	San Diego	10-Jul-03
Springville Union School District	Tulare	14-May-08
St. Helena Unified School District	Napa	18-Sep-08
Standard School District	Kern	21-Nov-06

AGENCY	COUNTY	DATE - OPTED IN
Stanislaus County Office of Education	Stanislaus	06-Feb-06
Stanislaus Union School District	Stanislaus	18-Dec-08
Stockton Unified School District	San Joaquin	27-Feb-07
Strathmore Union Elementary School District	Tulare	14-May-18
Sulphur Springs Union School District	Los Angeles	13-Apr-13
Summerville Union High School District	Tuolumne	27-Jun-00
Sundale Union Elementary School District	Tulare	10-Oct-06
Sunnyside Union Elementary School	Tulare	16-Jul-18
Sunol Glen Unified School District	Alameda	13-Jun-17
Sutter County Superintendent of Schools	Sutter	11-Feb-15
Sylvan Union School District	Modesto	17-Nov-15
Taft City School District	Kern	08-Oct-14
Tahoe Truckee Unified School District	Placer	06-Jun-07
Tamalpais Union High School District	Marin	14-Nov-17
Tehachapi Unified School District	Kern	19-May-92
Tehama County Department of Education	Tehama	09-Oct-19
Temecula Valley Unified School District	Riverside	17-Apr-12
Temple City Unified School District	Los Angeles	28-Oct-15
Templeton Unified School District	San Luis Obispo	28-Apr-94
Thermalito Union Elementary School District	Butte	25-Aug-16
Torrance Unified School District	Los Angeles	16-Jul-18
Tracy Unified School District	San Joaquin	22-Feb-05
Travis Unified School District	Solano	01-Feb-19
Tri-County School Insurance Group (TCSIG)	Yuba	18-Jan-19
Trinity Alps Unified School District	Trinity	09-Mar-16
Trona Joint Unified School District	San Bernardino	09-May-19
Tulelake Basin Joint Unified School District	Siskiyou	02-Apr-09
Tuolumne County Superintendent of Schools	Tuolumne	14-Oct-19
Twin Rivers Unified School District	Sacramento	24-Jun-08
Two Rock Union School District	Sonoma	11-Apr-95
Ukiah Unified School District	Mendocino	12-Nov-15
Union Hill School District	Nevada County	04-Apr-17

AGENCY	COUNTY	DATE - OPTED IN
Union School District	Santa Clara	14-Apr-14
Upland Unified School District	San Bernardino	22-Oct-19
Upper Lake Elementary School District	Lake	16-Mar-16
Vacaville Unified School District	Solano	11-Jun-15
Val Verde Unified School District	Riverside	10-Jan-17
Valle Lindo School District	Los Angeles	09-Mar-16
Vallecitos School District	San Diego	14-Aug-18
Vallejo City Unified School District	Solano	19-Jun-19
Valley Center-Pauma Unified School District	San Diego	12-Jun-01
Valley Home Joint School District	Stanislaus	20-Jun-19
Ventura Unified School District	Ventura	08-Oct-13
Victor Elementary School District	San Bernardino	15-Jan-08
Victor Valley Union High School District	San Bernardino	27-Apr-00
Visalia Unified School District	Tulare	13-Jan-09
Vista Del Mar Union School District	Santa Barbara	16-Nov-16
Vista Unified School District	San Diego	19-Nov-15
Walnut Creek School District	Contra Costa	20-Jun-94
Warner Unified School District	San Diego	14-Mar-16
Wasco Union Elementary School District	Kern	12-Nov-13
Wasco Union High School District	Kern	13-Feb-14
Washington Colony Elementary School District	Fresno	09-Jan-18
Washington Unified School District	Sacramento	21-Jan-16
Washington Unified School District - Fresno	Fresno	02-May-12
Waterford Unified School District	Stanislaus	08-Aug-19
Waugh Elementary School	Sonoma	25-May-95
Weaver Union School District	Merced	13-Apr-11
West Contra Costa Unified School District	Contra Costa	20-May-09
West Covina Unified School District	Los Angeles	25-Apr-17
West Park Elementary School District	Fresno	08-Apr-19
West Side Union School District	Sonoma	25-Jun-15
Westminster School District	Orange	29-Mar-19
Westside Union School District	Los Angeles	03-Feb-15

AGENCY	COUNTY	DATE - OPTED IN
Wheatland Union High School District	Yuba	12-Jul-18
Whittier City School District	Los Angeles	20-Jun-17
Whittier Union High School	Los Angeles	11-Dec-18
William S. Hart Union High School District	Los Angeles	15-Aug-18
Willits Unified School District	Mendocino	16-Feb-12
Willows Unified School District	Glenn	10-Dec-15
Windsor Unified School District	Sonoma	09-Mar-87
Winters Joint Unified School District	Yolo	01-Oct-15
Woodlake Unified School District	Tulare	10-Oct-12
Woodland Joint Unified School District	Yolo	12-Feb-16
Woodside Elementary School District	San Mateo	23-Feb-16
Woodville Union School District	Tulare	12-Mar-19
Wright Elementary School District	Sonoma	21-May-15
Yolo County Office of Education	Yolo	26-Jul-16
Yosemite Unified School District	Madera	19-Aug-19
Yuba City Unified School District	Sutter	20-Apr-99
Yuba County Office of Education	Yuba	14-Mar-07
Yucaipa-Calimesa Joint Unified School District	San Bernardino	20-Aug-19
609		
Special District		
Alameda County Resource Conservation District	Alameda	19-Jun-07
Alameda County Waste Management Authority	Alameda	18-Dec-15
Alleghany County Water District	Sierra	02-May-17
Almonte Sanitary District	Marin	28-Jul-14
American River Fire Protection	Sacramento	19-Aug-87
American River Flood Control District	Sacramento	13-Nov-85
Anderson Springs Lighting District	Lake	06-Sep-94
Arden Manor Recreation and Park District	Sacramento	20-Nov-08
Arden Park Recreation & Park	Sacramento	01-Mar-94
Beach Cities Health District	Los Angeles	22-Mar-17
Bear Valley Community Services District	Kern	28-Jan-16
Bel Marin Keys Community Services District	Marin	19-Nov-15
Bodega Bay Public Utility District	Sonoma	19-Jun-19

AGENCY	COUNTY	DATE - OPTED IN
Bolinas Fire Protection District	Marin	23-Oct-17
Bridgeport Public Utility District	Mono	31-Jul-17
Brooktrails Community Services	Mendocino	26-Jun-86
Calaveras Public Utilities District	Calaveras	13-Jan-87
California Fair Services Authority	Sacramento	07-Dec-99
Cambria Community Services District	San Luis Obispo	27-Jun-13
Cameron Estates Community Services District	El Dorado	19-Oct-06
Cameron Park Community Services District	El Dorado	15-Jul-15
Carmichael Recreation & Park	Sacramento	08-Sep-87
Carpinteria Sanitary District	Santa Barbara	03-May-16
Castro Valley Sanitary District	Alameda	03-Oct-06
Cayucos Sanitary District	San Luis Obispo	15-Apr-09
Central Contra Costa Sanitary District	Contra Costa	03-May-18
Central Marin Sanitation Agency	Marin	14-Jan-04
Chester Public Utility District	Plumas	31-Jan-91
Clearlake Oaks Lighting District	Lake	06-Sep-94
Clovis Cemetery District	Fresno	19-Apr-11
Conejo Recreation & Park District	Contra Costa	04-Sep-08
Contra Costa County Fire Protection	Contra Costa	14-Sep-93
Contra Costa County Flood Control & Water Conservation	Contra Costa	14-Sep-93
Contra Costa County Sanitation #19	Contra Costa	14-Sep-93
Contra Costa County Sanitation #5	Contra Costa	14-Sep-93
Contra Costa County Sanitation #6	Contra Costa	14-Sep-93
Cordova Recreation and Parks District	Sacramento	11-Aug-01
Corinthian Bay Sanitation District	Lake	06-Sep-94
Crescent City Harbor District	Del Norte	16-Jul-96
Crockett Community Services District	Contra Costa	28-Mar-19
Crockett-Carquinez Fire Protection	Contra Costa	14-Sep-93
Cupertino Sanitary District	Santa Clara	07-Jul-10
Del Norte Solid Waste Management Authority	Del Norte	10-Sep-97
Descanso Community Water District	San Diego	22-Oct-92
Desert Water Agency	Riverside	23-Sep-87

AGENCY	COUNTY	DATE - OPTED IN
Dublin San Ramon Services District	Alameda	06-Apr-18
East Contra Costa Fire Protection District	Contra Costa	06-Jun-16
East Palo Alto Sanitary District	San Mateo	16-Sep-93
Ebbetts Pass Veterans Memorial District	Calaveras	08-Oct-95
Elk Grove Community Services District	Sacramento	10-Feb-87
Estero Municipal Improvement District	San Mateo	16-Feb-99
Fair Oaks Recreation & Park District	Sacramento	08-Sep-87
Fallbrook Public Utility District	San Diego	26-Jun-17
Florin Resource Conservation District	Sacramento	26-Feb-00
Ford City-Taft Heights Sanitation District	Kern	08-Apr-14
Forestville County Sanitation District	Sonoma	12-Jan-95
Fresno Metropolitan Flood Control District	Fresno	13-Nov-90
Fulton-El Camino Recreation & Park District	Sacramento	18-May-95
Georgetown Divide Recreation District	Glenn	28-Oct-10
Gilsizer Drainage District	Sutter	14-Aug-96
Glenhaven Lighting District	Lake	06-Sep-94
Gold Mountain Community Services District	Plumas	19-Jun-15
Golden Hills Community Services District	Kern	09-Nov-93
Golden West Community Services District	El Dorado	14-Nov-15
Goleta Sanitary District	Santa Barbara	18-Apr-16
Great Basin Unified Air Pollution Control District	Mono	02-May-19
Grizzly Lake Community Services District	Plumas	11-May-17
Groveland Community Services District	Tuolumne	23-Jan-06
Hamilton Branch Community Services District	Plumas	18-Aug-93
Happy Camp Community Services District	Siskiyou	08-Aug-90
Hayward Area Recreation and Park District	Alameda	26-Jun-17
Hidden Valley Lake	Lake	15-Oct-19
Homestead Valley Sanitary District	Marin	22-Jul-14
Honey Lake Valley Resource Conservation District	Lassen	20-Oct-93
Hornbrook Community Services District	Siskiyou	25-Apr-17
Humboldt Waste Management Authority	Humboldt	25-Jul-01
Imperial Valley Emergency Cimmunications Authority (IVECA)	Imperial	23-May-19

AGENCY	COUNTY	DATE - OPTED IN
Inland Empire Health Plan	San Bernardino	08-Dec-14
Irish Beach Water District	Mendocino	12-Sep-92
Isla Vista Recreation & Park District	Santa Barbara	16-Aug-90
Jamestown Sanitary District	Tuolumne	23-Jun-11
Johnsville Public Utility District	Plumas	08-Apr-84
Kelseyville County Waterworks District	Lake	06-Sep-94
Kelseyville Lighting District	Lake	06-Sep-94
Kern County Water Agency	Kern	27-Mar-86
Kern Health Systems	Kern	09-Feb-17
Kern Sanitation Authority	Kern	08-Apr-14
Keyes Fire Protection District	Stanislaus	15-Apr-09
Lake County Air Quality Management District	Lake	06-Sep-94
Lake County Flood Control District #5	Lake	06-Sep-94
Lake County Flood Control District Zone #1	Lake	06-Sep-94
Lake County Flood Control District Zone #4	Lake	06-Sep-94
Lake County Flood Control District Zone #6	Lake	06-Sep-94
Lake County General Flood Control District	Lake	05-Sep-94
Lake County Sanitation District	Lake	06-Sep-94
Lake Don Pedro Community Services District	Stanislaus	20-Jan-15
Lands End Sanitation District	Lake	06-Sep-94
Las Gallinas Valley Sanitary District	Marin	26-Apr-18
Lemon Grove Roadway Lighting District	San Diego	07-Dec-11
Lemon Grove Sanitation District	San Diego	07-Dec-11
Livermore Area Recreation & Park District	Alameda	10-Dec-86
Lockwood Fire Protection District	Amador	28-Jan-19
Los Altos Hills County Fire District	Santa Clara	16-Sep-08
Lower Lake Lighting District	Lake	06-Sep-94
Lucerne Lighting District	Lake	06-Sep-94
Madera County Flood Control & Water Conservation	Madera	11-Jan-00
Madera County Maintenance District No. 1	Madera	11-Jan-00
Madera County Maintenance District No. 10	Madera	11-Jan-00
Madera County Maintenance District No. 100 - Cattle Way	Madera	11-Jan-00

AGENCY	COUNTY	DATE - OPTED IN
Madera County Maintenance District No. 101 - Old Corral	Madera	11-Jan-00
Madera County Maintenance District No. 11	Madera	11-Jan-00
Madera County Maintenance District No. 13	Madera	11-Jan-00
Madera County Maintenance District No. 14	Madera	11-Jan-00
Madera County Maintenance District No. 15	Madera	11-Jan-00
Madera County Maintenance District No. 16	Madera	11-Jan-00
Madera County Maintenance District No. 17	Madera	11-Jan-00
Madera County Maintenance District No. 18	Madera	11-Jan-00
Madera County Maintenance District No. 19	Madera	11-Jan-00
Madera County Maintenance District No. 2 - Oakhurst Area	Madera	11-Jan-00
Madera County Maintenance District No. 20	Madera	11-Jan-00
Madera County Maintenance District No. 21	Madera	11-Jan-00
Madera County Maintenance District No. 22	Madera	11-Jan-00
Madera County Maintenance District No. 23	Madera	11-Jan-00
Madera County Maintenance District No. 24	Madera	11-Jan-00
Madera County Maintenance District No. 25	Madera	11-Jan-00
Madera County Maintenance District No. 26	Madera	11-Jan-00
Madera County Maintenance District No. 27	Madera	11-Jan-00
Madera County Maintenance District No. 28	Madera	11-Jan-00
Madera County Maintenance District No. 29	Madera	11-Jan-00
Madera County Maintenance District No. 30	Madera	11-Jan-00
Madera County Maintenance District No. 31	Madera	11-Jan-00
Madera County Maintenance District No. 32	Madera	11-Jan-00
Madera County Maintenance District No. 33	Madera	11-Jan-00
Madera County Maintenance District No. 35	Madera	11-Jan-00
Madera County Maintenance District No. 36	Madera	11-Jan-00
Madera County Maintenance District No. 37 - La Vina	Madera	11-Jan-00
Madera County Maintenance District No. 38	Madera	11-Jan-00
Madera County Maintenance District No. 39	Madera	11-Jan-00
Madera County Maintenance District No. 40	Madera	11-Jan-00
Madera County Maintenance District No. 41	Madera	11-Jan-00
Madera County Maintenance District No. 42	Madera	11-Jan-00

AGENCY	COUNTY	DATE - OPTED IN
Madera County Maintenance District No. 43	Madera	11-Jan-00
Madera County Maintenance District No. 44 -Stillmeadow Road	Madera	11-Jan-00
Madera County Maintenance District No. 45 - River Knolls	Madera	11-Jan-00
Madera County Maintenance District No. 46 - Ahwahnee Country C	Madera	11-Jan-00
Madera County Maintenance District No. 47 - Spook Lane	Madera	11-Jan-00
Madera County Maintenance District No. 48 - Thornberry Estates	Madera	11-Jan-00
Madera County Maintenance District No. 49	Madera	11-Jan-00
Madera County Maintenance District No. 5	Madera	11-Jan-00
Madera County Maintenance District No. 50 - Morava	Madera	11-Jan-00
Madera County Maintenance District No. 51 - Quail Ridge	Madera	11-Jan-00
Madera County Maintenance District No. 52 - Lindy Lane	Madera	11-Jan-00
Madera County Maintenance District No. 53 - Knolls Junction	Madera	11-Jan-00
Madera County Maintenance District No. 54 - Happy Hollow	Madera	11-Jan-00
Madera County Maintenance District No. 55 - Woodland Pond	Madera	11-Jan-00
Madera County Maintenance District No. 56 - River Crest	Madera	11-Jan-00
Madera County Maintenance District No. 57 - Adobe	Madera	11-Jan-00
Madera County Maintenance District No. 58 - Sierra Highlands	Madera	11-Jan-00
Madera County Maintenance District No. 59 - Eagle	Madera	11-Jan-00
Madera County Maintenance District No. 6	Madera	11-Jan-00
Madera County Maintenance District No. 60 - Dillon Estates	Madera	11-Jan-00
Madera County Maintenance District No. 61 - Vista Del Rio	Madera	11-Jan-00
Madera County Maintenance District No. 62 - Jennifer Lane	Madera	11-Jan-00
Madera County Maintenance District No. 63 - Coarsegold South	Madera	11-Jan-00
Madera County Maintenance District No. 64 - Little Creek	Madera	11-Jan-00
Madera County Maintenance District No. 65	Madera	11-Jan-00
Madera County Maintenance District No. 66 - Bushy Knob	Madera	11-Jan-00
Madera County Maintenance District No. 67 - Whiskey Creek	Madera	11-Jan-00
Madera County Maintenance District No. 68 - Bisset Station	Madera	11-Jan-00
Madera County Maintenance District No. 69 - Oak Junction	Madera	11-Jan-00
Madera County Maintenance District No. 7	Madera	11-Jan-00
Madera County Maintenance District No. 70 - Blueberry Hill	Madera	11-Jan-00
Madera County Maintenance District No. 71 - Thornberry Mountai	Madera	11-Jan-00

AGENCY	COUNTY	DATE - OPTED IN
Madera County Maintenance District No. 72 - North Oakhurst	Madera	11-Jan-00
Madera County Maintenance District No. 73 - Quartz Mountain	Madera	11-Jan-00
Madera County Maintenance District No. 74 - Munson Lane	Madera	11-Jan-00
Madera County Maintenance District No. 75 - Fairlane Court	Madera	11-Jan-00
Madera County Maintenance District No. 76 - River Falls Road	Madera	11-Jan-00
Madera County Maintenance District No. 77 - Whittensburg Road	Madera	11-Jan-00
Madera County Maintenance District No. 78 - San Ramone	Madera	11-Jan-00
Madera County Maintenance District No. 79 - Serpa Canyon	Madera	11-Jan-00
Madera County Maintenance District No. 8	Madera	11-Jan-00
Madera County Maintenance District No. 80 - City View	Madera	11-Jan-00
Madera County Maintenance District No. 81 - Blue Oak	Madera	11-Jan-00
Madera County Maintenance District No. 82 - Poison Switch	Madera	11-Jan-00
Madera County Maintenance District No. 83 - Lone Olive	Madera	11-Jan-00
Madera County Maintenance District No. 84 - Mill Creek	Madera	11-Jan-00
Madera County Maintenance District No. 85 - Valeta	Madera	11-Jan-00
Madera County Maintenance District No. 86 - Hidden Meadow	Madera	11-Jan-00
Madera County Maintenance District No. 87 - Madera South-East	Madera	11-Jan-00
Madera County Maintenance District No. 88 - Safari World	Madera	11-Jan-00
Madera County Maintenance District No. 89 - Silver Spur	Madera	11-Jan-00
Madera County Maintenance District No. 9	Madera	11-Jan-00
Madera County Maintenance District No. 90 - Raymond North	Madera	11-Jan-00
Madera County Maintenance District No. 91 - Hensley East	Madera	11-Jan-00
Madera County Maintenance District No. 92	Madera	11-Jan-00
Madera County Maintenance District No. 93 - Wilcox	Madera	11-Jan-00
Madera County Maintenance District No. 94 - Deadwood	Madera	11-Jan-00
Madera County Maintenance District No. 95 - Ranchos East	Madera	11-Jan-00
Madera County Maintenance District No. 96 - Garnel Creek	Madera	11-Jan-00
Madera County Maintenance District No. 97 - Cascadel Heights	Madera	11-Jan-00
Madera County Maintenance District No. 98 - Pine Meadows	Madera	11-Jan-00
Majestic Pines Community Services District	San Diego	19-Sep-18
Manila Community Services District	Humboldt	10-Oct-85
Marin County Flood Control & Water Conservation District	Marin	29-Oct-91

AGENCY	COUNTY	DATE - OPTED IN
Marin County Open Space District	Marin	25-Jul-06
Marin County Sanitary District No. 5	Marin	06-May-96
Maxwell Parks & Recreation Disitric	Colusa	28-Jul-94
McCloud Community Services District	Siskiyou	08-Jan-07
McFarland Recreation & Park District	Kern	07-May-84
McKinleyville Community Services District	Humboldt	08-Aug-91
Meiners Oaks Sanitary District	Ventura	04-Sep-84
Middletown Lighting District	Lake	06-Sep-94
Middletown Sanitation	Lake	06-Sep-94
Mission Oaks Recreation & Park District	Sacramento	08-Sep-87
Mission Resource Conservation District	San Diego	22-Nov-94
Mokelumne Hill Sanitary District	Calaveras	17-Feb-87
Monterey Peninsula Airport District	Monterey	08-Jan-97
Moorpark Mosquito Abatement	Ventura	10-Apr-87
Moreno Valley Community Services District	Riverside	23-Nov-93
Mountain House Community Services District	San Joaquin	10-Jan-18
Napa County Flood Control and Water Conservation District	Napa	14-Jul-15
Napa County Transportation and Planning Agency	Napa	15-Feb-12
Napa Sanitation District	Napa	11-Mar-98
Napa-Vallejo Waste Management Authority	Napa	03-Jun-13
Nipomo Community Service District	San Luis Obispo	14-Nov-18
North County Transit District	San Diego	21-Feb-19
North Highlands Recreation & Park District	Sacramento	12-Oct-88
North of River Sanitary District No. 1	Kern	05-Jun-18
Novato Sanitary District	Marin	28-Aug-06
Noyo Harbor District	Mendocino	09-Nov-17
Occidental County Sanitation District	Sonoma	06-Dec-94
Oceano Community Services District	San Luis Obispo	09-Nov-16
Ojai Valley Sanitary District	Ventura	21-Nov-85
Orange County Fire Authority	Orange	26-Jan-96
Orange County Sanitation #1	Orange	09-Jul-86
Orange County Sanitation #11	Orange	09-Jul-86

AGENCY	COUNTY	DATE - OPTED IN
Orange County Sanitation #13	Orange	09-Jul-86
Orange County Sanitation #14	Orange	09-Jul-86
Orange County Sanitation #2	Orange	09-Jul-86
Orange County Sanitation #3	Orange	09-Jul-86
Orange County Sanitation #5	Orange	09-Jul-86
Orange County Sanitation #6	Orange	09-Jul-86
Orange County Sanitation #7	Orange	09-Jul-86
Orangevale Recreation & Park District	Sacramento	10-Oct-91
Oro Loma Sanitary District	Alameda	06-Feb-07
Otay Water District	San Diego	01-Oct-16
Palm Desert Water & Services District	Riverside	05-Mar-87
Palo Verde Healthcare District	Riverside	31-Aug-11
Palomar Pomerado Health	San Diego	17-Oct-05
Pleasant Hill Recreation & Park District	Contra Costa	24-Oct-19
Pliocene Ridge Community Services District	Sierra	21-Jun-17
Plumas Eureka Community Services District	Plumas	09-Aug-01
Point Dume Community Services District	Los Angeles	13-Dec-90
Port of San Diego Unified Port District	San Diego	28-Jul-98
Public Agency Risk Sharing Authority of California	Sacramento	01-Dec-05
Quincy Sanitary District	Plumas	10-Feb-86
Rancho Adobe Fire Protection District	Sonoma	16-Oct-19
Reclamation District 2115	San Joaquin	31-Oct-18
Reclamation District 773	San Joaquin	31-Oct-18
Reclamation District No. 1608	San Joaquin	11-Jul-18
Reclamation District No. 2126	San Joaquin	11-Oct-18
Reclamation District No. 828	San Joaquin	19-Jul-18
Rio Linda Elverta Recreation and Park District	Sacramento	28-Apr-10
Riverside County Flood Control & Water Conservation	Riverside	08-Nov-94
Riverside-Corona Resource Conservation District	Riverside	11-May-98
Russian River Cemetery District	Mendocino	16-May-17
Russian River County Sanitation District	Sonoma	06-Dec-94
Russian River Flood Control & Water Conservation Improvement Di	Mendocino	10-Jan-11

AGENCY	COUNTY	DATE - OPTED IN
Russian River Recreation and Park District	Sonoma	01-May-14
Sacramento Area Flood Control Agency (SAFCA)	Sacramento	15-Dec-16
Sacramento County Water Agency	Sacramento	23-May-00
Sacramento Housing & Redevelopment Agency	Sacramento	22-Jan-19
Sacramento Metropolitan Fire District	Sacramento	12-Jun-14
Saddle Creek Community Services District	Calaveras	16-Apr-19
samTrans - San Mateo County Transit District	San Mateo	06-Jun-18
San Benito County Water Conservation and Flood Control District	San Benito	29-Jan-86
San Bernardino County Special Districts & Services Areas	San Bernardino	26-Oct-93
San Bernardino Flood Control District	San Bernardino	01-Jul-93
San Joaquin County Flood Control and Water Conservation District	San Joaquin	07-Oct-14
San Joaquin County Flood Control and Water Conservation District	San Joaquin	07-Oct-14
San Joaquin County Flood Control Water Investigation Zone No2	San Joaquin	07-Oct-14
San Joaquin Regional Rail Commission	San Joaquin	08-May-09
San Luis Obispo County Flood Control and Water Conservation Dist	San Luis Obispo	07-Nov-00
San Simeon Community Services District	San Luis Obispo	11-Apr-14
Santa Cruz County Regional Transportation Commission	Santa Cruz	06-Jun-19
Santa Cruz Port District	Santa Cruz	21-Sep-10
Sausalito-Marin City Sanitary District	Marin	01-Aug-16
Schools Insurance Group	Placer County	09-Oct-19
Sewerage Agency of Southern Marin	Marin	17-Jan-19
Simi Valley County Sanitation District	Ventura	21-Oct-85
Siskiyou County Flood Control and Water Conservation District	Siskiyou	23-Jun-15
Siskiyou Power Authority	Siskiyou	23-Jun-15
Sky View County Water District	Tehama	10-Jul-09
Smith River Community Resources District	Del Norte	27-Apr-98
Solano County Water Agency	Solano	13-Apr-95
Sonoma County Agricultural Preservation and Open Space District	Sonoma	06-Jan-15
Sonoma County Library	Sonoma	01-Oct-18
Sonoma County Water Agency	Sonoma	29-Apr-86
Sonoma Valley County Sanitation District	Sonoma	06-Dec-94
Sonoma Valley Healthcare District	Sonoma	03-Nov-16

AGENCY	COUNTY	DATE - OPTED IN
Sonoma-Marin Area Rail Transit	Sonoma	17-Jul-13
South Park County Sanitation District	Sonoma	06-Dec-94
South San Luis Obispo County Sanitation District	San Luis Obispo	04-Sep-13
Southern Marin Fire District	Marin	24-Mar-10
Southgate Recreation & Park District	Sacramento	17-Jun-86
Southwest Transportation Agency	Fresno	24-May-94
SunLine Transit Agency	Riverside	28-Jun-17
Sunrise Recreation & Park District	Sacramento	08-Sep-87
Susanville Sanitary District	Lassen	12-May-15
Sutter Butte Flood Control Agency	Sutter	14-Nov-12
Tahoe Forest Hospital District	Nevada	28-Sep-17
Templeton Community Services District	San Luis Obispo	11-Dec-86
Three Valleys Municipal Water District	Los Angeles	19-May-10
Tranquility Irrigation District	Fresno	10-Nov-92
Trinity County Resource Conservation District	Trinity	19-Sep-90
Truckee Donner Public Utility District	Nevada	01-Feb-88
Tuolumne City Sanitary District	Tuolumne	11-Jul-12
Twain Harte Community Services District	Tuolumne	11-Sep-06
Upper Lake Lighting District	Lake	06-Sep-94
Valley Springs Public Utility District	Calaveras	23-Apr-87
Valley Springs Sanitary District	Calaveras	11-Nov-87
Ventura County Fire Protection District	Ventura	01-Jul-86
Ventura County Watershed Protection District	Ventura	01-Jul-86
Ventura County Waterworks District #8	Ventura	21-Oct-85
Ventura Port District	Ventura	27-Feb-13
Ventura River County Water District	Ventura	20-Dec-89
Ventura Waterworks District #1	Ventura	01-Jul-86
Ventura Waterworks District #16	Ventura	01-Jul-86
Ventura Waterworks District #17	Ventura	01-Jul-86
Ventura Waterworks District #19	Ventura	01-Jul-86
Victor Valley Wastewater Reclamation Authority	San Bernardino	13-Aug-09
Western Shasta Resource Conservation District	Shasta	28-Jul-93

AGENCY	COUNTY	DATE - OPTED IN
Willow County Water District	Mendocino	15-Jun-92
Windsor Water District	Sonoma	16-Sep-15
Wrightwood Community Services District	San Bernardino	26-Jun-18
Yolo County Flood Control & Water Conservation District	Yolo	03-Jul-01
Yuba County Water Agency	Yuba	12-Mar-90

338
1311

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. 1485, consisting of 16 pages, and
including**

**Warrant No. 587024 through 587433;
Warrant No. 1457 through 1458**

**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 12th DAY OF FEBRUARY, 2020.

SALVADOR MELENDEZ, Mayor

ATTEST:

IRMA BARAJAS, City Clerk



City of Montebello
Register of Demands No. 1485

From Payment Date: 1/15/20 - To Payment Date: 2/5/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
587024	01/15/2020	\$1,204.50	SUPPLIES	35980	SAEED RADMEHR/ARTE PRINTING
587025	01/15/2020	\$12,325.32	*SEE ATTACHED	13240	BANKCARD CENTER
587026	01/15/2020	\$27,629.00	DEMOLITION SERVICES	2714	IN AND OUT REMOVAL
587027	01/15/2020	\$946.32	SUPPLIES-TRAINING-REIMBURSEMENTS	790	CITY OF MONTEBELLO PETTY CASH
587028	01/16/2020	\$250.00	REFUND	2695	JUSTIN PARKER
587029	01/16/2020	\$132.00	CONTRACT SERVICES	2574	CECILIA ABAD
587030	01/16/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
587031	01/16/2020	\$636.54	UTILITY SERVICES	1732	AT&T CORP.
587032	01/16/2020	\$1,318.78	ADVERTISING/PRINTING SERVICES	2722	ADVANCED PRINTING COMPANY
587033	01/16/2020	\$16.43	SUPPLIES	24200	AAT, INC.
587034	01/16/2020	\$66.52	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
587035	01/16/2020	\$3,625.50	CONTRACT SERVICES	2718	BARTEL ASSOCIATES, LLC
587036	01/16/2020	\$140.00	REFUND	2723	H CHI LUNG CHIU
587037	01/16/2020	\$1,791.00	INSPECTION SERVICES	72580	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
587038	01/16/2020	\$331.60	SB1186 PAYMENT	76360	DIVISION OF THE STATE ARCHITECT
587039	01/16/2020	\$1,866.42	SUPPLIES	1114	EMBLEM ENTERPRISES, INC.
587040	01/16/2020	\$63.24	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
587041	01/16/2020	\$7,917.10	CONTRACT SERVICES	371	FLO-SERVICES, INC.
587042	01/16/2020	\$9,881.50	LEGAL SERVICES	2001	LAW OFFICES OF DAVID J. WEISS
587043	01/16/2020	\$927.50	CONTRACT SERVICES	2015	LIGHTHOUSE SPORTS CENTER, LLC.
587044	01/16/2020	\$21,255.02	JANITORIAL SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
587045	01/16/2020	\$955.50	CONTRACT SERVICES	41180	MANUEL NUNEZ
587046	01/16/2020	\$384.26	SUPPLIES	15620	OFFICE DEPOT
587047	01/16/2020	\$406.25	CONTRACT SERVICES	65000	JOAQUIN B. RENTERIA
587048	01/16/2020	\$497.83	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP.
587049	01/16/2020	\$1,675.00	CONTRACT SERVICES	71210	STAR-DUST TOURS, INC.



City of Montebello
Register of Demands No. 1485

From Payment Date: 1/15/20 - To Payment Date: 2/5/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
587050	01/16/2020	\$2,427.06	LEASE PAYMENT	2099	TIAA COMMERCIAL FINANCE, INC.
587051	01/16/2020	\$225.60	CONTRACT SERVICES	2365	LETICIA TORRES
587052	01/16/2020	\$54.53	UTILITY SERVICES	23610	VERIZON WIRELESS
587053	01/21/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
587054	01/21/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
587055	01/21/2020	\$8,881.32	INSURANCE PREMIUM	55860	AFLAC
587056	01/21/2020	\$351.87	UTILITY SERVICES	39550	AT&T
587057	01/21/2020	\$3,652.95	LEGAL SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
587058	01/21/2020	\$105.00	TRAINING	2717	CALIFORNIA CLETS USERS GROUP
587059	01/21/2020	\$675.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA
587060	01/21/2020	\$903.83	CONTRACT SERVICES	40850	MARIA E. CASAS
587061	01/21/2020	\$1,581.14	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
587062	01/21/2020	\$1,636.75	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
587063	01/21/2020	\$7.96	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
587064	01/21/2020	\$1,280.19	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
587065	01/21/2020	\$285.99	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
587066	01/21/2020	\$551.20	CONTRACT SERVICES	2598	MARIA G. GONZALEZ
587067	01/21/2020	\$200.00	PERMITS AND FEES	2720	FELIX HUSSAKHOON
587068	01/21/2020	\$30.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
587069	01/21/2020	\$250.00	TRAINING	64	RICHARD A. DEAN;MARIN CONSULTING SERVICES
587070	01/21/2020	\$4,125.00	CONTRACT SERVICES	2715	NUVIS LANDSCAPE ARCHITECTURE
587071	01/21/2020	\$516.70	CONTRACT SERVICES	26460	ORBIT RENTALS, INC.
587072	01/21/2020	\$200.00	REIMBURSEMENT	2719	ANTHONY RODRIGUEZ
587073	01/21/2020	\$12,384.07	FUEL	45630	SOUTHERN CALIFORNIA EDISON
587074	01/21/2020	\$500.00	COST RECOVERY	2635	SPERTUS, LANDES & UMHOFFER LLP
587075	01/21/2020	\$14,588.15	INSURANCE PREMIUM	25850	STANDARD INSURANCE COMPANY
587076	01/21/2020	\$402.92	INSURANCE PREMIUM	1990	STANDARD INSURANCE COMPANY
587077	01/21/2020	\$9.01	UTILITY SERVICES	23610	VERIZON WIRELESS



City of Montebello
Register of Demands No. 1485

From Payment Date: 1/15/20 - To Payment Date: 2/5/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
587078	01/21/2020	\$200.21	UTILITY SERVICES	23610	VERIZON WIRELESS
587079	01/21/2020	\$113.20	UTILITY SERVICES	23610	VERIZON WIRELESS
587080	01/21/2020	\$1,284.79	UTILITY SERVICES	23610	VERIZON WIRELESS
587081	01/23/2020	\$379.25	CONTRACT SERVICES	423	AIR EXCHANGE, INC.
587082	01/23/2020	\$3,808.12	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
587083	01/23/2020	\$330.00	CONTRACT SERVICES	45540	BENNY'S OIL FILTER RECYCLING
587084	01/23/2020	\$539.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
587085	01/23/2020	\$92.32	PERMITS AND FEES	2307	CALIFORNIA DEPARTMENT OF
587086	01/23/2020	\$2,102.80	PERMITS AND FEES	2307	CALIFORNIA DEPARTMENT OF
587087	01/23/2020	\$6,318.88	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
587088	01/23/2020	\$1,275.00	CONTRACT SERVICES	1174	CARMEN TELLEZ
587089	01/23/2020	\$2,000.00	CONTRACT SERVICES	8440	MARCO CUELLAR
587090	01/23/2020	\$96.00	REFUND	2726	DELIA DELGADO
587091	01/23/2020	\$1,021.64	SUPPLIES	40980	FIRE SERVICE SPECIFICATION & SUPPLY
587092	01/23/2020	\$4,167.00	CONTRACT SERVICES	21260	FLAIR DATA SERVICES, INC.
587093	01/23/2020	\$10,955.50	FORENSIC SERVICES	2677	FULCRUM FINANCIAL INQUIRY LLP
587094	01/23/2020	\$164.53	MACHINERY & EQUIPMENTS	3350	GARVEY EQUIPMENT COMPANY
587095	01/23/2020	\$113.56	SUPPLIES	9470	GRAINGER, INC.
587096	01/23/2020	\$75.63	SUPPLIES	15440	HOSE-MAN, INC.
587097	01/23/2020	\$1,110.00	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
587098	01/23/2020	\$450.00	PERMITS AND FEES	2410	LOS ANGELES COUNTY
587099	01/23/2020	\$795.00	TRAINING	2262	CALIFORNIA MULTI-AGENCY SUPPORT SERVICES
587100	01/23/2020	\$12,652.50	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
587101	01/23/2020	\$217.34	SUPPLIES	2480	SOCAL AUTO & TRUCK PARTS, INC.
587102	01/23/2020	\$5,400.00	LANDSCAPE SERVICES	2481	NORTH STAR LAND CARE
587103	01/23/2020	\$130.00	TRAINING	3890	ORANGE COUNTY SHERIFF'S DEPARTMENT
587104	01/23/2020	\$47.06	UTILITY SERVICES	36610	CITY OF PICO RIVERA



City of Montebello
Register of Demands No. 1485

From Payment Date: 1/15/20 - To Payment Date: 2/5/20

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587105	01/23/2020	\$4,131.20	CONTRACT SERVICES	2184	PRO FORMA ADVISORS, LLC
587106	01/23/2020	\$1,635.67	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP.
587107	01/23/2020	\$589.88	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC.
587108	01/23/2020	\$10,123.05	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
587109	01/23/2020	\$300.00	CONTRACT SERVICES	395	MARIA TERESA VASQUEZ
587110	01/23/2020	\$1,350.00	CONTRACT SERVICES	9070	ERVIN L. YOUNGBLOOD; YOUNGBLOOD & ASSOCIATES
587111	01/23/2020	\$500.75	CONTRACT SERVICES	230	GAME ROOM SPECIALISTS, INC.
587112	01/23/2020	\$37.65	CONTRACT SERVICES	17680	ALVARADOSMITH
587113	01/23/2020	\$383,148.26	ENGINEERING SERVICES;PAVING THE WAY	37720	ADVANCED APPLIED ENGINEERING, INC.
587114	01/23/2020	\$117.10	CONTRACT SERVICES	423	AIR EXCHANGE, INC.
587115	01/23/2020	\$88.91	SUPPLIES	24200	AAT, INC.
587116	01/23/2020	\$2,896.56	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES
587117	01/23/2020	\$355.88	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC.
587118	01/23/2020	\$812.59	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
587119	01/23/2020	\$528.00	CONTRACT SERVICES	1749	AMERICAN EAGLE PROTECTIVE SERVICES, INC.
587120	01/23/2020	\$175.20	SUPPLIES	35980	SAEED RADMEHR/ARTE PRINTING
587121	01/23/2020	\$1,360.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
587122	01/23/2020	\$1,476.48	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
587123	01/23/2020	\$450.00	CONTRACT SERVICES	1988	ROBERT BACH
587124	01/23/2020	\$4,680.00	CONTRACT SERVICES	1624	CALIFORNIA PAVING AND GRADING, INC.
587125	01/23/2020	\$599.00	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
587126	01/23/2020	\$884.78	CONTRACT SERVICES	2057	CIGNA BEHAVIORAL HEALTH
587127	01/23/2020	\$187.54	PREVENTIVE MAINTENANCE	438	CODE RED FIRE, INC.
587128	01/23/2020	\$1,984.15	CONTRACT SERVICES	29460	COMPLETE COACH WORKS
587129	01/23/2020	\$13,450.00	SOFTWARE MAINTENANCE	56540	STEVE HINES NO. 1,LLC;COMPLETE PAPERLESS SOLUTIONS
587130	01/23/2020	\$12,681.49	MAINTENANCE SERVICES	59180	COMPUTER PROTECTION TECHNOLOGY, INC
587131	01/23/2020	\$200.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
587132	01/23/2020	\$2,904.76	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION



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587133	01/23/2020	\$802.50	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC
587134	01/23/2020	\$9,500.00	SAFETY NOTIFICATION SERVICES	1168	EVERBRIDGE, INC.
587135	01/23/2020	\$6,290.00	LEASE PAYMENT;RECREATION	74920	EXECUTIVE CAR LEASING COMPANY
587136	01/23/2020	\$1,029.00	CONTRACT SERVICES	71920	TOYETTA L. BEUKES;FORENSIC NURSE RESPONSE TEAM
587137	01/23/2020	\$1,797.89	LEASE PAYMENT	2405	JCB FINANCE
587138	01/23/2020	\$3,470.00	CONTRACT SERVICES	73310	KRONOS INCORPORATED
587139	01/23/2020	\$45,093.59	JANITORIAL SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
587140	01/23/2020	\$178.74	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
587141	01/23/2020	\$200.00	REFUND	1246	JESUS J MACIAS
587142	01/23/2020	\$10,522.50	CDBG SERVICES	981	MICHAEL BAKER INTERNATIONAL, INC.
587143	01/23/2020	\$19,746.59	TRANSIT BUS TIRE LEASE	110	MICHELIN NORTH AMERICA, INC
587144	01/23/2020	\$817.71	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
587145	01/23/2020	\$208.33	DUES & SUBSCRIPTIONS	2355	MONTEBELLO ROTARY
587146	01/23/2020	\$15,000.00	TRANSIT PLAY AREA PAYMENT	14890	MONTEBELLO TOWN CENTER INVESTORS, LLC
587147	01/23/2020	\$490.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC.; MR. ROOTER
587148	01/23/2020	\$1,561.41	OFFICE SUPPLIES	15620	OFFICE DEPOT
587149	01/23/2020	\$290.00	TRAINING	6880	PESTICIDE APPLICATORS PROFESSIONAL ASSOC.
587150	01/23/2020	\$1,762.16	PERMITS AND FEES	59760	POWER PLUS INTERNATIONAL, INC.
587151	01/23/2020	\$70.73	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
587152	01/23/2020	\$430.41	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
587153	01/23/2020	\$183.80	SUPPLIES	52940	S & A ENGINE, INC.
587154	01/23/2020	\$187.37	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP.
587155	01/23/2020	\$1,496.00	PERMITS AND FEES	935	SESAC, INC.
587156	01/23/2020	\$250.00	TRAINING	35750	STEPHEN SHARPE
587157	01/23/2020	\$236.01	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO.
587158	01/23/2020	\$659.12	CONTRACT SERVICES	36350	SHRED-IT USA
587159	01/23/2020	\$110.00	DUES & SUBSCRIPTIONS	677	SOROPTIMIST INTERNATIONAL OF MONTEBELLO



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587160	01/23/2020	\$297.35	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
587161	01/23/2020	\$27,058.61	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
587162	01/23/2020	\$8,498.05	ANNUAL WATER SYSTEM PERMIT FEES	13330	STATE WATER RESOURCES CONTROL BOARD
587163	01/23/2020	\$205.64	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC.
587164	01/23/2020	\$3,754.00	CONTRACT SERVICES	74560	TARGETSOLUTIONS, LLC.
587165	01/23/2020	\$6,500.00	CONSULTING SERVICES	2612	TERRIS BARNES WALTERS BOIGON HEATH, INC.
587166	01/23/2020	\$4,765.00	RECREATION FIELDTRIP SERVICES	71210	STAR-DUST TOURS, INC.
587167	01/23/2020	\$1,341.77	CONTRACT SERVICES	1823	SERGIO A FLORES; TURIZ AC EQUIPMENT SERVICE
587168	01/23/2020	\$1,039.00	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
587169	01/23/2020	\$4,471.25	CONTRACT SERVICES	20060	WATER REPLENISHMENT DISTRICT
587170	01/23/2020	\$200.00	REFUND	18290	CHARLES WELLS
587171	01/23/2020	\$27,210.67	CLAIMS ADMINISTRATOR SERVICES	1631	YORK RISK SERVICES GROUP, INC.
587172	01/23/2020	\$7,987.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
587173	01/27/2020	\$15,681.62	PLAN CHECK SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
587174	01/27/2020	\$3,186.33	VEHICLE MAINTENANCE/EXPENSES	859	ALTEC INDUSTRIES, INC.
587175	01/27/2020	\$6,443.75	CDBG ADMINISTRATION SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
587176	01/27/2020	\$281,020.00	CITY HALL ROOF REPAIR SERVICES	1303	CERTIFIED ROOFING APPLICATORS, INC.
587177	01/27/2020	\$344.00	REFUND	2662	CHERYL GAUTHIER; CG PERMIT SERVICE
587178	01/27/2020	\$19,434.77	TRANSIT CNG SERVICES	52710	CLEAN ENERGY FUELS
587179	01/27/2020	\$19,215.00	PUBLIC WORKS INSPECTION SERVICES	2659	ELIE FARAH INC.
587180	01/27/2020	\$13,985.00	MAINTENANCE SERVICES	15070	LEXIPOL, LLC
587181	01/27/2020	\$1,589.50	CONTRACT SERVICES	1200	MOBILITY ADVANCEMENT GROUP
587182	01/27/2020	\$3,854.49	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
587183	01/27/2020	\$305.00	DUES & SUBSCRIPTIONS	2355	MONTEBELLO ROTARY
587184	01/27/2020	\$2,007.96	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC.
587185	01/27/2020	\$7,597.57	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
587186	01/27/2020	\$42,399.18	COMPUTER SOFTWARE	2673	NTH GENERATION COMPUTING, INC.
587187	01/27/2020	\$4,082.00	CONTRACT SERVICES	33510	PACIFIC FLOOR COMPANY INC.



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587188	01/27/2020	\$8,280.52	WATER MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
587189	01/27/2020	\$4,767.26	WATER MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
587190	01/27/2020	\$5,602.84	WATER MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
587191	01/27/2020	\$26,284.61	WATER MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
587192	01/27/2020	\$4,742.73	WATER MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
587193	01/27/2020	\$3,213.21	WATER MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
587194	01/27/2020	\$4,672.78	WATER MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
587195	01/27/2020	\$7,301.45	WATER MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
587196	01/27/2020	\$7,494.14	WATER MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
587197	01/27/2020	\$6,259.67	WATER MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
587198	01/27/2020	\$888,221.49	VARIOUS STREET IMPROVEMENTS	20770	SEQUEL CONTRACTORS. INC.
587199	01/27/2020	\$174.86	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC.
587200	01/27/2020	\$12,322.50	PLANNING SERVICES	65440	TIERRA WEST ADVISORS
587201	01/27/2020	\$29,808.00	METROLINK LANDSCAPING SERVICES	74850	UNIQUE GENERAL SERVICES
587202	01/27/2020	\$124.79	VEHICLE MAINTENANCE/EXPENSES	53450	R & O MCINTYRE INC.
587203	01/27/2020	\$3,469.47	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.;WAYNE ELECTRIC COMPANY
587204	01/27/2020	\$6,080.00	TREE TRIMMING SERVICES	40860	WEST COAST ARBORISTS, INC.
587205	01/27/2020	\$3,560.94	SUPPLIES	67320	WINZER CORPORATION
587206	01/27/2020	\$144.00	CONTRACT SERVICES	1352	ADR SECURITY SYSTEMS, INC.
587207	01/27/2020	\$22,280.70	ENGINEERING SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
587208	01/27/2020	\$61.32	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
587209	01/27/2020	\$2,040.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
587210	01/27/2020	\$1,605.06	VEHICLE MAINTENANCE/EXPENSES	23330	BATTERY SYSTEMS
587211	01/27/2020	\$1,772.00	CONTRACT SERVICES	2678	CARPET ONE FLOOR & HOME
587212	01/27/2020	\$246.04	SUPPLIES	1294	CINTAS CORPORATION NO. 2
587213	01/27/2020	\$541.11	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
587214	01/27/2020	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC



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587215	01/27/2020	\$45,066.40	TRANSIT BUS DECAL REPLACEMENT	29460	COMPLETE COACH WORKS
587216	01/27/2020	\$212.04	SUPPLIES	325	COMPLETE OFFICE OF CALIFORNIA, INC.
587217	01/27/2020	\$783.00	CONTRACT SERVICES	49400	U.S. MOBILE WIRELESS
587218	01/27/2020	\$6,561.50	VEHICLE MAINTENANCE/EXPENSES	75340	DELTA MOTOR COMPANY, INC.
587219	01/27/2020	\$685.00	CONTRACT SERVICES	47770	DUTHIE ELECTRIC SERVICE CORPORATION
587220	01/27/2020	\$2,209.21	VEHICLE MAINTENANCE/EXPENSES	1592	ELLSWORTH TRUCK & AUTO MACHINING
587221	01/27/2020	\$867.61	SUPPLIES	1914	EXPO IT, LLC.
587222	01/27/2020	\$1,972.43	SUPPLIES	908	FIRE FIGHTERS SAFETY INC.
587223	01/27/2020	\$4,173.90	MACHINERY & EQUIPMENTS	40980	FIRE SERVICE SPECIFICATION & SUPPLY
587224	01/27/2020	\$60,474.38	FIRE RADIO EQUIPMENT	807	FOOTHILL COMMUNICATIONS, LLC
587225	01/27/2020	\$4,517.92	UNIFORM EXPENSE	55650	GALLS, LLC
587226	01/27/2020	\$5,519.64	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC; GILLIG
587227	01/27/2020	\$27,840.00	SAFETY RADIO ICI SYSTEM	13750	CITY OF GLENDALE
587228	01/27/2020	\$685.58	SUPPLIES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
587229	01/27/2020	\$1,406.76	SUPPLIES	9470	GRAINGER, INC.
587230	01/27/2020	\$92.07	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
587231	01/27/2020	\$350.00	CONTRACT SERVICES	2189	HEARD'S INVESTIGATIONS AND POLYGRAPH LLC
587232	01/27/2020	\$180.00	CONTRACT SERVICES	2407	OSCAR HERNANDEZ PLUMBING
587233	01/27/2020	\$317.00	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
587234	01/27/2020	\$858.40	SUPPLIES	26670	LIFE-ASSIST, INC.
587235	01/27/2020	\$5,885.85	JANITORIAL SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITATION WORKSHOP
587236	01/27/2020	\$2,400.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
587237	01/27/2020	\$304.72	SUPPLIES	479	MCMMASTER-CARR SUPPLY COMPANY
587238	01/27/2020	\$1,423.21	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
587239	01/27/2020	\$2,725.09	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
587240	01/27/2020	\$447.09	SUPPLIES	2480	SOCAL AUTO & TRUCK PARTS, INC.
587241	01/27/2020	\$46,914.69	GRAFFITI/BUS STOP SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
587242	01/27/2020	\$6,756.15	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC.



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587243	01/27/2020	\$3,443.24	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
587244	01/27/2020	\$81.13	SUPPLIES	15620	OFFICE DEPOT
587245	01/27/2020	\$362.08	SUPPLIES	523	PC INDUSTRIAL PRODUCTS LLC
587246	01/27/2020	\$3,525.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.
587247	01/27/2020	\$80.26	COPIER SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
587248	01/27/2020	\$168.52	COPIER SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
587249	01/27/2020	\$26,621.63	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
587250	01/27/2020	\$2,907.24	SUPPLIES	2271	SENSOR ELECTRONICS CORPORATION
587251	01/27/2020	\$498.14	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.
587252	01/27/2020	\$9,236.68	METROLINK SECURITY SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
587253	01/27/2020	\$7,745.30	WATER PRODUCTION SERVICES	20060	WATER REPLENISHMENT DISTRICT
587254	01/27/2020	\$1,697.25	SUPPLIES	67320	WINZER CORPORATION
587255	01/28/2020	\$4,672.50	TRANSIT HYBRID SERVICES	1797	MARTINEZ CONSULTING SERVICE LLC
587256	01/28/2020	\$23,805.43	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC.;MONTEBELLO TIRE PROS
587257	01/29/2020	\$4,364.25	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
587258	01/29/2020	\$12,500.00	GOLF COURSE CONSULTING SERVICES	848	BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING
587259	01/29/2020	\$1,800.00	CONTRACT SERVICES	28120	STATE OF CALIFORNIA
587260	01/29/2020	\$4,670.00	FIRE STATION REPAIR SERVICES	2389	THE CARBAJAL GROUP INC.;CORE CONSTRUCTION
587261	01/29/2020	\$39.00	TRAINING	43720	ERGOMETRICS & APPLIED PERSONNEL RESEARCH,INC
587262	01/29/2020	\$29,885.85	DIAL A RIDE SERVICES	75950	FIESTA TAXI COOPERATIVE, INC.
587263	01/29/2020	\$346.68	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
587264	01/29/2020	\$13.90	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS, INC.
587265	01/29/2020	\$1,360.73	MAIL/ POSTAL EXPENSE	503	NEOPOST USA INC
587266	01/29/2020	\$1,050.00	CONSULTING SERVICES	13680	PEERY & ASSOCIATES, INC.
587267	01/29/2020	\$18,915.00	EMPLOYMENT MEDICAL SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
587268	01/29/2020	\$10,671.98	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
587269	01/29/2020	\$578.70	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH



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587270	01/29/2020	\$10,930.66	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
587271	01/29/2020	\$189.73	TRAINING	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
587272	01/29/2020	\$5,232.95	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
587273	01/29/2020	\$71,410.47	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
587274	01/29/2020	\$2,980.00	CONTRACT SERVICES	1949	TRC ENGINEERING SERVICES, LLC
587275	01/29/2020	\$387.75	INSURANCE PREMIUMS	58990	VISION SERVICE PLAN
587276	01/29/2020	\$500.00	CONTRACT SERVICES	328	ANNE L. DONOFRIO/WRITEANNE COMMUNICATIONS
587277	02/03/2020	\$550.30	SUPPLIES	16030	AAA ELECTRICAL SUPPLY
587278	02/03/2020	\$39,589.00	ENGINEERING SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
587279	02/03/2020	\$95.70	SUPPLIES	24200	AAT, INC.;ALL AMERICAN TROPHY
587280	02/03/2020	\$132.00	CONTRACT SERVICES	1749	AMERICAN EAGLE PROTECTIVE SERVICES, INC.
587281	02/03/2020	\$30.66	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
587282	02/03/2020	\$1,622.76	SUPPLIES	31270	STARBOARD TACK SUPPLY INC./ASTRO PLUMBING
587283	02/03/2020	\$825.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR, INC.
587284	02/03/2020	\$467.75	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
587285	02/03/2020	\$329.00	CONTRACT SERVICES	2678	CARPET ONE FLOOR & HOME
587286	02/03/2020	\$136,652.92	TRANSIT BUSES HVAC UPGRADES	29460	COMPLETE COACH WORKS
587287	02/03/2020	\$22,652.23	WILDAND FIREFIGHTING SHELTERS	26080	L. N. CURTIS & SONS
587288	02/03/2020	\$924.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
587289	02/03/2020	\$1,350.00	CONTRACT SERVICES	41130	MIHM INC.;EMERGENCY RESPONSE CRIME SCENE CLEANING
587290	02/03/2020	\$109.49	REFUND	69390	ANDREW M. FIVECOAT
587291	02/03/2020	\$10,235.17	HVAC SERVICES	2443	FM THOMAS AIR CONDITIONING, INC.
587292	02/03/2020	\$373.00	CONTRACT SERVICES	2068	FOCUS MEDICAL IMAGING, INC.
587293	02/03/2020	\$771.59	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
587294	02/03/2020	\$771.59	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
587295	02/03/2020	\$458.42	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
587296	02/03/2020	\$771.59	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
587297	02/03/2020	\$1,034.86	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC



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587298	02/03/2020	\$6,714.36	BUILDING MATERIALS	9470	GRAINGER, INC.
587299	02/03/2020	\$4,404.08	BUILDING MATERIALS	48400	HOME DEPOT CREDIT SERVICES
587300	02/03/2020	\$61.90	SUPPLIES	26670	LIFE-ASSIST, INC.
587301	02/03/2020	\$300.00	TRAINING	56630	LOS ANGELES COUNTY POLICE CHIEFS' ASSOCIATION
587302	02/03/2020	\$2,390.63	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC.;MONTEBELLO TIRE PROS
587303	02/03/2020	\$8,962.50	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
587304	02/03/2020	\$1,178.22	MACHINERY & EQUIPMENTS	538	PCMG, INC.
587305	02/03/2020	\$32,618.80	FIRE VEHICLES REPAIR SERVICES	2191	PERFORMANCE TRUCK REPAIR INC.
587306	02/03/2020	\$390.00	TRAINING	1074	POLICE RECORDS & INFORMATION
587307	02/03/2020	\$267.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
587308	02/03/2020	\$1,270.75	FUEL	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
587309	02/03/2020	\$40.00	CONTRACT SERVICES	1848	SECURITY DESIGN SYSTEMS
587310	02/03/2020	\$555.09	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC.
587311	02/03/2020	\$4,642.80	RECREATION SPORTS UNIFORM	69680	TRIANGLE SPORTS, INC.
587312	02/03/2020	\$279.55	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
587313	02/03/2020	\$6,387.92	METROLINK SECURITY SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
587314	02/03/2020	\$9,187.06	TRANSIT CNG PARTS	3450	VALLEY POWER SYSTEMS, INC.
587315	02/03/2020	\$827.20	INSURANCE PREMIUM	58990	VISION SERVICE PLAN
587316	02/05/2020	\$95,795.63	LEGAL SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
587317	02/05/2020	\$237.98	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
587318	02/05/2020	\$417.97	EDUCATION REIMBURSEMENT	43450	SERGIO ANDRADE
587319	02/05/2020	\$250.00	REFUND	2741	LUZ MARIA ANTONIO
587320	02/05/2020	\$1,092.81	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
587321	02/05/2020	\$2,836.83	SUPPLIES	31270	STARBOARD TACK SUPPLY INC./ASTRO PLUMBING
587322	02/05/2020	\$236,254.40	RUBBISH SERVICES	40970	ARAKELIAN ENTERPRISES/ATHENS
587323	02/05/2020	\$207.90	LEGAL SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
587324	02/05/2020	\$40,767.00	TRANSIT SCHEDULING SOFTWARE	74870	AVAIL TECHNOLOGIES, INC.



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CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
587325	02/05/2020	\$250.00	REFUND	1159	BMS HEALTHCARE INC.
587326	02/05/2020	\$165.00	DUES & SUBSCRIPTIONS	41840	CALIFORNIA PARK AND RECREATION SOCIETY (CPRS)
587327	02/05/2020	\$21,526.02	GOLF COURSE SERVICES	52070	TOM CAMACHO
587328	02/05/2020	\$30.00	REFUND	2734	PAMELA CASTELLANOS
587329	02/05/2020	\$15,608.25	SIDEWALK CONCRETE REPAIRS	2239	CEM CONSTRUCTION CORP
587330	02/05/2020	\$55.00	REFUND	2732	AIMEE CHAVEZ
587331	02/05/2020	\$56,696.43	TRANSIT BUS DECAL REPLACEMENT SRV	29460	COMPLETE COACH WORKS
587332	02/05/2020	\$459,600.61	TRANSIT FAREBOX UPGRADE	467	CUBIC TRANSPORTATION SYSTEM INC.
587333	02/05/2020	\$867.86	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
587334	02/05/2020	\$783.00	CONTRACT SERVICES	49400	U.S. MOBILE WIRELESS
587335	02/05/2020	\$2,000.00	EDUCATION REIMBURSEMENT	14080	RENE ESTUPINIAN
587336	02/05/2020	\$30.00	CONTRACT SERVICES	23660	DAIOHS USA
587337	02/05/2020	\$30.00	REFUND	2733	CRISTAL FUENTES
587338	02/05/2020	\$180.00	REFUND	2731	MIGUEL GONZALEZ
587339	02/05/2020	\$122.55	VEHICLE MAINTENANCE/EXPENSES	15440	HOSE-MAN, INC.
587340	02/05/2020	\$55.00	EDUCATION REIMBURSEMENT	2351	RYAN LANDRUM
587341	02/05/2020	\$3,614.00	CONTRACT SERVICES	11070	LPM CONSULTING, INC.
587342	02/05/2020	\$378.89	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
587343	02/05/2020	\$250.00	REFUND	745	JUAN MUNOZ
587344	02/05/2020	\$59,600.96	STREET SWEEPING SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
587345	02/05/2020	\$5,693.05	OFFICE SUPPLIES	15620	OFFICE DEPOT
587346	02/05/2020	\$28,395.92	MONTEBELLO WAY IMPROVEMENTS	76130	PTM GENERAL ENGINEERING SERVICES, INC.
587347	02/05/2020	\$250.00	REFUND	2743	ANNETTE RAMIREZ
587348	02/05/2020	\$502.22	SUPPLIES	1601	SUPERIOR BEARING CO., INC.
587349	02/05/2020	\$250.00	REFUND	2742	ADRIANNA MARIE VILLA
587350	02/05/2020	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
587351	02/05/2020	\$101.84	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
587352	02/05/2020	\$53.69	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES



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587353	02/05/2020	\$96.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
587354	02/05/2020	\$1,075.00	TRAINING	3900	CALIFORNIA POLICE CHIEFS ASSOCIATION
587355	02/05/2020	\$42.45	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
587356	02/05/2020	\$724.75	CONTRACT SERVICES	40850	MARIA E. CASAS
587357	02/05/2020	\$43.54	SUPPLIES	21690	COLUMBIA BUSINESS FORMS, INC.
587358	02/05/2020	\$212.50	CONTRACT SERVICES	2582	DAILY ALJIAN, LLP
587359	02/05/2020	\$44,566.83	INSURANCE PREMIUM	4110	DELTA DENTAL OF CALIFORNIA
587360	02/05/2020	\$150.00	DUES & SUBSCRIPTIONS	70230	FOOTHILL FIRE CHIEFS ASSOCIATION
587361	02/05/2020	\$810.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
587362	02/05/2020	\$772.46	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
587363	02/05/2020	\$11,361.61	WATER SERVICES	4760	MONTEBELLO LAND & WATER CO.
587364	02/05/2020	\$364.00	CONTRACT SERVICES	41180	MANUEL NUNEZ
587365	02/05/2020	\$712.75	OFFICE SUPPLIES	15620	OFFICE DEPOT
587366	02/05/2020	\$32.03	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
587367	02/05/2020	\$1,339.20	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
587368	02/05/2020	\$128.45	CONTRACT SERVICES	36350	SHRED-IT USA
587369	02/05/2020	\$326.23	INSURANCE PREMIUM	1990	STANDARD INSURANCE COMPANY
587370	02/05/2020	\$2,925.00	TRAINING	1188	TYLER TECHNOLOGIES, INC.
587371	02/05/2020	\$440.00	SUPPLIES	2000	VITAL MEDICAL SERVICES LLC.
587372	02/05/2020	\$2,195.20	CONTRACT SERVICES	2740	YOUNG CHAMPIONS RECREATION PROGRAMS, INC.
587373	02/05/2020	\$297.00	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
587374	02/05/2020	\$523.95	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
587375	02/05/2020	\$10,655.90	UTILITY SERVICES	39550	AT&T
587376	02/05/2020	\$1,886.36	UTILITY SERVICES	39550	AT&T
587377	02/05/2020	\$553.36	UTILITY SERVICES	38380	AT&T
587378	02/05/2020	\$29.04	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
587379	02/05/2020	\$1,106.92	CONTRACT SERVICES	29460	COMPLETE COACH WORKS



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587380	02/05/2020	\$560.00	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
587381	02/05/2020	\$422.53	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
587382	02/05/2020	\$1,275.00	CONTRACT SERVICES	2019	DEWEY SERVICES INCORPORATED
587383	02/05/2020	\$30.00	CONTRACT SERVICES	23660	DAIOHS USA
587384	02/05/2020	\$76.89	SUPPLIES	9470	GRAINGER, INC.
587385	02/05/2020	\$3,116.72	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
587386	02/05/2020	\$1,236.43	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
587387	02/05/2020	\$90.00	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
587388	02/05/2020	\$217.91	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS, INC.
587389	02/05/2020	\$1,495.44	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
587390	02/05/2020	\$161.98	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
587391	02/05/2020	\$180.68	SUPPLIES	42210	SAFETY-KLEEN CORP.
587392	02/05/2020	\$10,000.00	COYOTE MANAGEMENT PLAN	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
587393	02/05/2020	\$1,806.75	BANNERS	2594	THE SAUCE CREATIVE SERVICES CORP.
587394	02/05/2020	\$26,461.54	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
587395	02/05/2020	\$375.00	TRAINING	29600	SOUTHERN CALIFORNIA PUBLIC LABOR RELATIONS
587396	02/05/2020	\$2,697.85	UTILITY SERVICES	526	T-MOBILE USA, INC.
587397	02/05/2020	\$279.55	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
587398	02/05/2020	\$456.55	UTILITY SERVICES	23610	VERIZON WIRELESS
587399	02/05/2020	\$4,129.21	INSURANCE PREMIUMS	58990	VISION SERVICE PLAN
587400	02/05/2020	\$251.06	SUPPLIES	16030	AAA ELECTRICAL SUPPLY
587401	02/05/2020	\$330.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
587402	02/05/2020	\$26.98	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
587403	02/05/2020	\$91.98	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
587404	02/05/2020	\$2,301.80	VEHICLE MAINTENANCE/EXPENSES	23330	BATTERY SYSTEMS
587405	02/05/2020	\$957.71	SUPPLIES	2102	JOHN P BEROKOFF/BEROKOFF ELECTRIC
587406	02/05/2020	\$9,305.04	TRANSIT CNG SERVICES	52710	CLEAN ENERGY FUELS
587407	02/05/2020	\$325.00	CONTRACT SERVICES	34230	PHIL CULBERTSON



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587408	02/05/2020	\$320.00	INCURRED CLAIMS	1643	COMPANY NURSE
587409	02/05/2020	\$79,593.06	BUS HVAC SERVICES/DECAL REPLACEMENT	29460	COMPLETE COACH WORKS
587410	02/05/2020	\$4,870.00	REPAIR CITY HALL FLOORING	2737	EL VERDE TERRAZZO INC.
587411	02/05/2020	\$199.99	CONTRACT SERVICES	807	FOOTHILL COMMUNICATIONS, LLC
587412	02/05/2020	\$77,881.02	JAIL FACILITY SERVICES	76070	GEO CORRECTIONS & DETENTION INC.
587413	02/05/2020	\$53.87	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
587414	02/05/2020	\$691.19	VEHICLE MAINTENANCE/EXPENSES	9470	GRAINGER, INC.
587415	02/05/2020	\$1,135.58	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
587416	02/05/2020	\$1,520.09	VEHICLE MAINTENANCE/EXPENSES	69140	HUNTINGTON BEACH MOTORSPORTS, INC.
587417	02/05/2020	\$2,733.93	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
587418	02/05/2020	\$29,984.82	HVAC MAINTENANCE	2152	JOHNSON CONTROLS, INC.
587419	02/05/2020	\$450.00	TRAINING	35540	BRAD KELLER
587420	02/05/2020	\$2,761.00	WINDOW GLASS TINTING SERVICES	2738	LUXURY GLASS TINTING INC.
587421	02/05/2020	\$2,142.00	LANDSCAPE SERVICES	2144	MARIPOSA LANDSCAPES, INC.
587422	02/05/2020	\$2,100.00	ADVERTISING/PRINTING SERVICES	51550	MONTEBELLO CHAMBER OF COMMERCE
587423	02/05/2020	\$330.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
587424	02/05/2020	\$1,206.42	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
587425	02/05/2020	\$2,983.88	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC.
587426	02/05/2020	\$3,070.40	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
587427	02/05/2020	\$38,452.56	METRO LINK RAILFEEDER PROGRAM	42180	PCAM, LLC;PARKING COMPANY OF AMERICA
587428	02/05/2020	\$55.25	VEHICLE MAINTENANCE/EXPENSES	1635	PSI REPAIR SERVICES, INC.
587429	02/05/2020	\$20,922.09	TRAFFIC SIGNAL MAINTENANCE	2361	SIEMENS MOBILITY
587430	02/05/2020	\$58.83	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
587431	02/05/2020	\$4,761.91	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.
587432	02/05/2020	\$2,240.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
587433	02/05/2020	\$565.57	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
Subtotal		\$4,609,815.18			



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CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
6093 - Successor Agency					
1457	01/27/2020	\$2,050.00	CONTRACT SERVICES	15180	STEARNS, CONRAD AND SCHMIDT CONSULTING ENG.
1458	02/03/2020	\$67.50	LEGAL SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
Subtotal		\$2,117.50			
Total		<u>\$4,611,932.68</u>			

CITY OF MONTEBELLO
BANK OF THE WEST CREDIT CARD CHARGES
CHECK #587025 - JANUARY 2020

DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR NAME	DEPARTMENT
12/2/19	\$ 16.00	DIGITAL SUBSCRIPTION	LOS ANGELES TIMES	ADMINISTRATION
12/3/19	\$ 596.00	AIRFARE;LEAGUE OF CA CITIES	JSX AIR	ADMINISTRATION
12/6/19	\$ 40.49	OFFICE SUPPLIES	COSTCO.COM	ADMINISTRATION
12/7/19	\$ 81.45	CITY COUNCIL REORG SUPPLIES	AMAZON	ADMINISTRATION
12/7/19	\$ 81.45	CITY COUNCIL REORG SUPPLIES	AMAZON	ADMINISTRATION
12/9/19	\$ 600.00	REGISTRATION;MELENDEZ	INDEPENDENT CITIES ASSOCIATION	ADMINISTRATION
12/9/19	\$ 116.00	CITY COUNCIL REORG SUPPLIES	M'S FLOWERS	ADMINISTRATION
12/10/19	\$ 47.26	HUD MEETING	ALLIANZ TRAVEL INSURANCE	ADMINISTRATION
12/9/19	\$ 599.92	AIRFARE;HUD MEETING	JETBLUE	ADMINISTRATION
12/10/19	\$ 600.00	REGISTRATION;COBOS-CAWTHORNE	INDEPENDENT CITIES ASSOCIATION	ADMINISTRATION
12/11/19	\$ 35.00	CITY COUNCIL REORG SUPPLIES	M'S FLOWERS	ADMINISTRATION
12/11/19	\$ 39.24	CITY COUNCIL MEETING	GOLDEN SKEWER	ADMINISTRATION
12/26/19	\$ 16.00	DIGITAL SUBSCRIPTION	LOS ANGELES TIMES	ADMINISTRATION
11/27/19	\$ 246.74	LOCKS	MR LOCK.COM	FIRE
12/2/19	\$ 23.35	POSTAGE	UPS STORE	FIRE
12/3/19	\$ 864.70	HELMET SIGNAGE	CODE R DECALS	FIRE
12/3/19	\$ 11.01	POSTAGE	UPS STORE	FIRE
12/5/19	\$ 257.05	REPAIR ICE MACHINE	ICE MACHINE SPECIALIST	FIRE
12/9/19	\$ 90.84	LEAK REPAIR	GEMPLER'S	FIRE
12/9/19	\$ 196.12	REPAIR ICE MACHINE	CB RERIGERATION	FIRE
12/12/19	\$ 95.00	IPADS SCREEN	X PC ZONE	FIRE
12/2/19	\$ 417.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL LLC	FIRE
12/13/19	\$ 55.00	SATELLITE SERVICES	HIGHER GROUND LLC	FIRE
12/15/19	\$ 1,195.00	HELMET SHIELDS	SAM BROWNS SHIELDS	FIRE
12/15/19	\$ 305.00	HELMET SHIELDS	SAM BROWNS SHIELDS	FIRE
12/15/19	\$ 23.86	FOLDERS	WALMART SUPERCENTER	FIRE
12/21/19	\$ 14.00	911 SUBSCRIPTION	ACTIVE911 INC	FIRE
12/16/20	\$ 125.31	PARKING SIGNS	AAHS	PUBLIC WORKS
12/10/19	\$ 119.88	SOFTWARE APPLICATION	ADOBE PHOTOGRAPHY PLAN	POLICE
12/13/19	\$ 563.48	TRAINING	COUNTRY INN BY RADISSON	POLICE
12/21/19	\$ 119.40	SOFTWARE APPLICATION	CANVA PRO	POLICE
12/2/19	\$ 32.85	POSTAGE	USPS	HUMAN RESOURCES
12/5/19	\$ 72.92	ORAL BOARD LUNCH	HAPPY FAMILY RESTAURANT	HUMAN RESOURCES
12/6/19	\$ 403.90	APTA CONFERENCE	HYATT HOTEL	TRANSIT
12/19/19	\$ 345.10	SMALL EQUIPMENT	ARI PHOENIX	TRANSIT

CITY OF MONTEBELLO
BANK OF THE WEST CREDIT CARD CHARGES
CHECK #587025 - JANUARY 2020

DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR NAME	DEPARTMENT
12/19/19	\$ 92.51	TOOLS	SPECIALTY FASTENERS	TRANSIT
11/27/19	\$ 116.04	CITY EVENT SUPPLIES	AMAZON	RECREATION
11/28/19	\$ 55.80	CITY EVENT SUPPLIES	AMAZON	RECREATION
11/2/19	\$ 250.08	CITY EVENT SUPPLIES	HOME DEPOT	RECREATION
11/29/19	\$ 116.36	BUILDING MATERIALS	HOME DEPOT	RECREATION
11/29/19	\$ 132.33	BUILDING MATERIALS	HOME DEPOT	RECREATION
11/30/19	\$ 77.59	ADVERTISEMENT;CITY EVENT	FACEBOOK	RECREATION
12/1/19	\$ 16.37	CITY EVENT SUPPLIES	99 CENTS ONLY	RECREATION
11/29/19	\$ (16.24)	CITY EVENT SUPPLIES	HOME DEPOT	RECREATION
12/1/19	\$ 172.79	CITY EVENT SUPPLIES	HOME DEPOT	RECREATION
12/2/19	\$ 195.00	CITY EVENT SUPPLIES	LUCERO CAFÉ	RECREATION
12/3/19	\$ 59.00	CITY EVENT SUPPLIES	HOME DEPOT	RECREATION
12/4/19	\$ 77.92	CITY EVENT SUPPLIES	WALMART SUPERCENTER	RECREATION
12/4/19	\$ 39.97	CITY EVENT SUPPLIES	SMART & FINAL	RECREATION
12/4/19	\$ 174.11	CITY EVENT SUPPLIES	HOME DEPOT	RECREATION
12/9/19	\$ 138.92	PAINT & SUPPLIES	SHERWIN WILLIAMS	RECREATION
12/9/19	\$ 151.60	LOCKS	ATLANTIC LOCK AND SAFE	RECREATION
12/11/19	\$ 416.74	PLAYSCHOOL FIELD TRIP	CINEPOLIS	RECREATION
12/12/19	\$ 248.06	BANNERS	AMERICAN EMBLEMATIC	RECREATION
12/13/19	\$ 184.00	PLAYSCHOOL FIELD TRIP	SQUARE WOW INC-BARNYARD ZOO	RECREATION
12/12/19	\$ 330.69	PLAYSCHOOL FIELD TRIP	CHUCK E CHEESE	RECREATION
12/18/19	\$ 270.00	MOWER STARTER	AUTO ELECTRIC REBUILDER	RECREATION
12/20/19	\$ 579.36	BANNERS/UNIFORMS	AMERICAN EMBLEMATIC	RECREATION
TOTAL	\$ 12,325.32			