

CORRECTED AGENDA

CITY COUNCIL **MEETING AGENDA**

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

WEDNESDAY, JANUARY 27, 2021

5:30 P.M.

MONTEBELLO CITY COUNCIL

**KIMBERLY A. COBOS-CAWTHORNE
MAYOR**

**DAVID TORRES
MAYOR PRO TEM**

**ANGIE M. JIMENEZ
COUNCILMEMBER**

**SCARLET PERALTA
COUNCILMEMBER**

**SALVADOR MELENDEZ
COUNCILMEMBER**

**CITY CLERK
CHRISTOPHER JIMENEZ**

**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
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
James Enriquez
David Sosnowski
Young-Gi Kim Harabedian**

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER: Mayor Cobos-Cawthorne**
- 2. ROLL CALL: City Clerk Christopher Jimenez**

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.*

3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION 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.

At this City Council meeting and consistent with the Governor's Executive Order No. N-29-20, the City Council meeting will continue to be live streamed for the public's convenience and can be watched at www.cityofmontebello.com and click on Live Stream. For those interested in making public comments, you may call on Wednesday, January 27, 2021 between 7:30 a.m. – 4:30 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. Closed Session begins at 5:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 7:30 a.m. – 4:30 p.m. on Wednesday, January 27, 2021. These questions will be read out loud and submitted for the record.

***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. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957

Consultation with City Manager, Police Chief, City Attorney and other related City officials.

5. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Abraham Yuen v. City of Montebello, et al.

USDC-Central District Case No. 2:20-cv-00755-MWF-PLA

6. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.8

Francesca Tucker-Schuyler v. City of Montebello, et al.

Los Angeles Superior Court Case No. 20STCV22180

7. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 300 San Gabriel Blvd.

Agency's Negotiator: René Bobadilla, City Manger

Negotiating Party: County of Los Angeles

Under negotiation: Price and Terms

8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 1345 N. Montebello Blvd.

Agency's Negotiator: René Bobadilla, City Manager

Negotiating Party: M&M Realty

9. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(4)

One potential matter

REGULAR SESSION - 6:30 P.M.

- 10. INVOCATION** Senior Pastor Fernando from Victory Outreach

11. PLEDGE OF ALLEGIANCE

12. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

13. CORRECTIONS TO THE AGENDA – CITY MANAGER

14. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:

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

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

- 16. 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 Item No. 17 and 18 and any item upon which a member of the public or City Council has requested to speak upon. Such approval will also waive the reading of any ordinance.

OLD BUSINESS

17. REQUEST FOR QUALIFICATIONS (RFQ) FOR ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES

RECOMMENDATION: It is recommended that the City Council:

It is recommended that the City Council authorize City Staff to issue a Request for Qualifications (RFQ) for on-call architectural and engineering services.

18. EVALUATION OF AN ORDINANCE AS PROPOSED BY COUNCILMEMBER SCARLET PERALTA REGARDING IMPLEMENTATION OF A “HERO PAY” PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Introduce and Adopt the attached Ordinance adding chapter 5.10, relating to grocery or drug store workers in Montebello, and establishing labor standards requirements for premium pay for grocery or drug store workers working in Montebello; declaring the urgency thereof; and declaring that this ordinance shall take effect immediately; and
2. Introduce the attached Ordinance adding chapter 5.10, relating to grocery or drug store workers in Montebello, and establishing labor standards requirements for premium pay for grocery or drug store workers working in Montebello; declaring as a regular ordinance; or
3. Provide direction to City Staff and City Attorney to review, analyze and prepare an Ordinance to effectuate and implement a “Hero Pay” Program for Frontline Grocery and Drug Retail Employees employed by defined retail operators within the City of Montebello; or
4. Take such additional or alternative action that may be desirable.

REGULAR BUSINESS

19. PARK FACILITIES MASTER PLAN AND FACILITIES NEED ASSESSMENT UPDATE

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file an update on the Park Facilities Master Plan (PFMP) and Facilities Needs Assessment (FNA).
2. Take such additional, related, action that may be desirable.

20. RECEIVE AND FILE THE FISCAL YEAR 2019-20 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

RECOMMENDATION: It is recommended that the City Council:

It is recommended that the City Council receive and file the Fiscal Year 2019-20 Comprehensive Annual Financial Report (CAFR) and presentation.

CONSENT MATTERS

21. APPROVE ISSUING A BUS LIFT REPLACEMENT REQUEST FOR PROPOSAL (RFP), NO. 21-25

RECOMMENDATION: It is recommended that the City Council:

1. Approve Issuing a Bus Lift Replacement Request for Proposal (RFP), No. 21-25; and
2. Take such additional, related, action that may be desirable.

22. AWARD A PROFESSIONAL SERVICES AGREEMENT FOR CITYWIDE CUSTODIAL SERVICES (RFP 21-20)

RECOMMENDATION: It is recommended that the City Council:

1. Award a Professional Services Agreement to Ultimate Maintenance Services in an amount not-to-exceed Three Hundred Forty-Six Thousand and Eight Hundred Dollars (\$346,800) annually for the initial year of a three-year (3-year) term (total cost of \$1,040,400) for Citywide Custodial Services.
2. Authorize the City Manager to execute an agreement on behalf of the City.

23. AUTHORIZE RELEASE OF 90% OF THE RETENTION FUNDS FOR THE CONSTRUCTION CONTRACT WITH GENTRY BROTHERS, INC. FOR C.P. # 866 – BEVERLY BOULEVARD STREET IMPROVEMENTS PROJECT

RECOMMENDATION: It is recommended that the City Council:

It is recommended that the City Council authorize the City Manager to release 90% of the Retention Funds, in the amount of \$41,247, for the construction contract with Gentry Brothers, Inc. for C.P. # 866 – Beverly Boulevard Street Improvements Project.

24. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 27, 2021

RECOMMENDED ACTION: It is recommended that the City Council:

Adopt the proposed Resolution approving the Warrant Register dated January 27, 2020.

25. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

COUNCIL ORALS

26. COUNCIL MEMBER ANNOUNCEMENTS; REQUESTS FOR FUTURE AGENDA ITEMS; CONFERENCE/MEETINGS REPORTS

1. Councilmember Peralta

- a. COVID Vaccination Update
- b. Message for Mary De Sevilla and Jocelyn Roehrick from Girls Scout Troop 5031
- c. Facilitating accessibility of Council agendas for residents who do not have access to computers.

2. Mayor Pro Tem Torres

- a. Proposal to name field after Margaret “Marge” Villa, Montebello native who played in the All-American Girls Professional Baseball League from 1946-1950

3. Mayor Cobos-Cawthorne

- a. Closed session items- allow for ample discussion time 4-6 item maximum during closed session.
- b. Hiring freeze- consideration of hiring freeze during pandemic

ADJOURNMENT

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

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: James Enriquez, P.E., Director of Public Works

SUBJECT: Request for Qualifications (RFQ) for On-call Architectural and Engineering Services

DATE: January 27, 2021

RECOMMENDATIONS

It is recommended that the City Council authorize City Staff to issue a Request for Qualifications (RFQ) for on-call architectural and engineering services.

BACKGROUND

This item was continued from the January 13, 2021 City Council Meeting. In order to provide readily available and qualified resources for the engineering design of Capital Improvement Program (CIP) projects, staff recommends the establishment of an on-call list of qualified consultants to provide professional architectural and engineering design services. The established on-call list will remain active for a minimum of three (3) years with an option to extend Master Retainer Agreements for two (2) additional, one-year periods. The extension will enable consultants to complete projects that may be ongoing at the end of the initial 3-year term.

The City will reserve the right to request a scope of work and fee proposal from one or more of the consultants on the established on-call “bench list” for specific projects/tasks and may choose to award a project/task to any of the on-call consultants, at its sole discretion, based on project requirements or the requirements of the funding source for the project. Therefore, selection of a firm to participate in the on-call bench of qualified consultants does not necessarily guarantee the award of work of any specific contract value.

The proposed RFQ is in compliance with the MMC, State and Federal regulations regarding the qualification-based selection of professional firms providing architectural and engineering services. Sections 4525 through 4529.5 of the California Government Code (Mini-Brooks Act) govern contracts between public entities and private architectural, landscape architectural, engineering, environmental, land surveying, and construction project management firms. These statutes establish a Qualifications-Based Selection (QBS) method that public agencies in California must use to contract for professional services. This method requires that such services be engaged on the basis

of demonstrated competence and qualifications for the types of services to be performed and at a fair and reasonable price.

Accordingly, public agencies may not utilize competitive bidding for such services, except in the limited instances where the State or local agency head determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest (Gov. Code §4529).

The Schedule of Fees submitted with the RFQ will be required in a separate sealed envelope and will not be opened until the RFQ scoring is completed. Following the scoring process, staff will review the Schedule of Fees of the top four rated firms and ensure the hourly rates are reasonable and within the range of current industry standards. Rates deemed excessive will be negotiated. If negotiations fail with a firm, that firm will be excused and the negotiations will commence with the next firm on the scoring scale until a reasonable Schedule of Fees is accepted for four firms.

Most of the City's infrastructure projects are funded with grant funds received from Los Angeles County, State and Federal agencies and are audited annually or randomly by project. The establishment of an on-call list of engineering consultants will better enable staff to efficiently manage multiple projects in compliance with the requirements of grant funding agencies and in accordance with accepted industry standard practices.

For example, Caltrans recently completed an incurred cost audit of three of the City's state-funded and federally-funded projects. As a result of the audit, Caltrans is requesting that the City refund \$479,000 in grant-funded expenses that were declared ineligible based on deficient engineering service procurement practices. The audit findings that led to the necessary refunding are summarized as follows:

- The same firm provided project management, engineering design and construction management/inspection services on projects creating a potential conflict of interest.
- Proposed engineering fees for projects were based on the percentage of construction cost and not supported by a detailed hourly breakdown for the various tasks performed for a project and by the personnel providing the services.

The recommended on-call engineering consultant list, coupled with the on-call construction management/inspection list approved by the City Council on December 16, 2020, is structured to remedy these deficiencies. The availability of multiple consultants to provide services for the various project phases will also eliminate the potential for conflict of interests, and minimize the likeliness of future audits finding deficiencies.

Although this on-call bench list is intended to provide services for all projects, project-specific Requests for Proposals may also be necessary for specialized projects and as a requirement of the agency providing grant funds for a project.

FISCAL IMPACTS

The RFQ will result in the selection of four qualified firms and staff will recommend to the City Council, at a later date, the execution of a Master Retainer Agreement with each firm. The Master Retainer Agreement will not financially commit the City, but rather establish a list of pre-selected, qualified firms that will be available to provide services on an as-needed basis in the delivery of a variety of projects and engineering services. These firms may be contacted during the term of the Master Retainer Agreement to provide a fee proposal for individual projects/tasks and in accordance with the procedural requirements of the funding source(s) for each project/task.

Once a reasonable fee is negotiated, the services for the project/task will be contracted via an Engagement Letter that details the scope of work and applicable fee for the project/task, under the umbrella of the Master Retainer Agreement. Staff will solicit approval at the appropriate level of authority for each Engagement Letter in accordance with Chapter 3.21 of the Montebello Municipal Code (MMC) and any applicable State and Federal laws. This includes requesting City Council authorization for services costing \$50,000 or more per project/task, as currently required by the MMC. The funding source will be identified at the time authorization is requested.

This current action does not have a fiscal impact. Once a firm is chosen for a specific project/task on a given project, budget adjustments and/or appropriations will be made if necessary. City Council approval will be required for increasing appropriations, if needed. Subsequent City Council action authorizing services as described above will also include budget amendments if needed.

Additionally, the establishment on an on-call list of qualified consultants for the recommended 3 to 5 year period will result in a significant reduction in the administrative cost and time associated with the laborious qualification-based selection process generally required for the selection of engineering consultants. Rather than administering this selection process for each individual project or task, staff can simply negotiate a reasonable fee with a pre-selected firm or firms on the list and proceed to the appropriate fiscal authorization of the contract.

Most projects for which these services will be required are anticipated to require City Council authorization since the design fee for a project is typically in excess of \$50,000 (i.e., the dollar limit of purchases established by Municipal Code requiring City Council approval). The use of multiple consultants for projects will not increase administration costs since each project is managed individually, regardless of the engineering firm providing design services. In addition, the existing Public Works Director and Assistant Director currently manage similar contracts. While current staff levels are adequate for ongoing projects, the need to adjust staff levels to ensure adequate management of project load is continuously evaluated and recommendations to change staffing levels will be recommended at the appropriate time.

SUMMARY

Upon approval by the City Council of the recommended action, Staff will publish the RFQ and administer the scoring and selection process. Staff will recommend the approval of four selected firms and the execution of Master Retainer Agreements at a subsequent City Council meeting.

ATTACHMENT(S)

- A. Attachment A – Request for Qualifications (RFQ)

CITY OF MONTEBELLO
REQUEST FOR QUALIFICATIONS (RFQ)
ON-CALL ARCHITECTURAL AND
ENGINEERING DESIGN SERVICES
RFQ No. 21-52
FOR
CITY OF MONTEBELLO, CALIFORNIA



Deadline for Submission: _____, 2021 at 5:00 PM

City of Montebello
Public Works Department
Attn: James Enriquez, P.E., Director / City Engineer
1600 W. Beverly Blvd., Montebello, CA 90640
Telephone: (323) 887-4640
Email: jenriquez@cityofmontebello.com
City Website: <https://cityofmontebello.com>

City of Montebello
Request for Qualifications

**ON-CALL ARCHITECTURAL AND
ENGINEERING DESIGN SERVICES**
RFQ No. 21-52

The City of Montebello (City) is seeking proposals from highly qualified consultants to provide On-Call Architectural and Engineering Design Services for a variety of Capital Improvement Projects citywide.

A. INTRODUCTION

The City's FY 2020-21 Capital Improvement Program (CIP) is a \$26M program consisting of a variety of improvement projects including street and sidewalk, sewer, storm drain, water, landscaping and irrigation, street lighting, traffic signal, site and building improvements. Services to be provided may include, but are not limited to, project management, conceptual to final design (all applicable disciplines), utility coordination, permitting, development of contract documents, assistance with construction bidding and construction support. Services may also include plan check services for private development projects.

The City intends to select the four (4) most qualified consultants and establish a bench list for on-call services for an initial period of three (3) years with an option for two, one-year extensions.

Please note that although a significant portion of the CIP is funded with local funds, some of the projects are State and Federally funded. Therefore, the consultant shall be familiar with the Caltrans Local Assistance Procedures Manual (LAPM) as demonstrated by experience on projects processed through the Caltrans Local Assistance Program. Projects financed in whole or in part by Federal funds are also subject to Title 49 of the Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Certified Disadvantaged Business Enterprises, Minority Owned Business Enterprises, and Women Owned Business Enterprises are strongly encouraged to apply. The consultant shall make good faith efforts when procuring services. The Average Annual Disadvantaged Business Enterprise Participation Level (DBE Goal) varies from 4% to 12% depending on the project. Please note that this percentage may change in the future on a per project basis; the consultant will be required to adhere to any new Federal requirements.

Consultant shall comply with any and all applicable federal, state, or local requirements subsequently deemed applicable to the work completed in connection with this RFQ.

The sample professional services agreement (Enclosure 1) is in the form of a Master

Retainer Agreement. Individual task orders will be negotiated during the term of the Master Retainer Agreement and each task order will be executed in the form of an Engagement Letter (Exhibit B of the Master Retainer Agreement) approved at the appropriate authority level as defined in the Montebello Municipal Code. The City reserves the right to solicit a cost proposal from multiple consultants on the On-call Bench List established in response to this RFQ for individual task orders, which may require task-specific submittal of the necessary forms as required by the LAPM or other funding sources.

This request for qualifications is intended to be explanatory, but should any discrepancy appear or any misunderstanding arise as to the intent of anything contained herewith, the interpretation and the decision of the City shall be final and binding. Any corrections of errors or omissions in the Request for Qualifications may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by the City.

B. SCOPE OF SERVICES

The City's Capital Improvement Program consists of a variety of projects including, but not limited to, improvements to the following infrastructure: streets; sidewalks; traffic signals; sewers pipes and lift stations; storm drain pipes and lift stations; site improvements on city facilities such as parks and other institutional campuses; and repairs and modifications to city buildings, including electrical and mechanical repairs/improvements. Services may also include the review of plans and specifications prepared by other consultants for CIP projects.

The scope and fee per task/project will be negotiated for each Engagement Letter depending on the nature of the task. Once a scope is accepted, the City will negotiate the hourly breakdown of more detailed tasks and the consultant will prepare a fee proposal applying the rates from the accepted Schedule of Billing Rates applied to the various staff proposed. For the purpose of responding to this RFQ, the consultant shall assume that the architectural and engineering design services anticipated to be provided for a project typically include, but are not limited to:

Project Management and Coordination

1. The consultant shall be responsible for providing all project management and quality control services throughout the duration of the project. The consultant shall deliver a high quality product within budget and on schedule.
2. The consultant shall meet periodically with the City to discuss the project, present design options, review alternatives, etc.
3. The consultant shall provide monthly schedule updates in conjunction with submittals of invoices.

4. The consultant may be required to make presentations to the City Council at regularly scheduled meetings and community meetings, as directed by the City Engineer.

Deliverables:

- Project Schedule and updates
- Monthly invoices shall include a Progress Summary Report indicating the tasks completed for the month and the tasks anticipated to be completed in the next billing cycle. The invoice shall include an itemized summary of the hours per staff member included in the invoice and itemized charges for sub-consultants and reimburseables
- Meeting agendas and minutes for all design and coordination meetings
- PowerPoint presentations and other exhibits for public meetings

Design

1. The consultant shall provide City staff with draft letters for the City to use in coordinating with all utility companies to obtain existing utility record plans, as-builts, schematics, etc. The existing utility information shall be shown on the final design plans.
2. The consultant shall coordinate with pertinent regulatory agencies, stakeholders, material and equipment suppliers, etc.
3. The consultant shall assist in coordinating appropriate public outreach as directed by the City.
4. The consultant shall conduct all field, topographic and control surveys, prepare all geotechnical studies and reports, obtain title reports for adjacent properties as required, and include survey by a licensed surveyor of all property lines and easements for anticipated right-of-way and easement acquisitions. All topographic survey, property lines, and easements shall be mapped and accurately provided in AutoCAD format for use during design.
5. The consultant shall produce 35% conceptual plans as well as 65%, 95%, and 100% PS&E submittal packages for City review.
6. The consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in full size, and shall be signed by the engineer in responsible charge licensed in the State of California, and ready for reproduction.
7. The plans shall be drawn using the latest version of AutoCAD.
8. Specifications shall be written in the format appropriate for the project (Greenbook, Caltrans, or CSI). The City will provide boiler plates for general provisions. The

consultant will be responsible for producing all special provisions and technical specifications in the appropriate format.

9. The schedule of items shall address all items of work as specifically as possible and shall indicate as precisely as possible the quantities.

Deliverables:

- Utility coordination letters
- 35% conceptual drawings, 65%, 95%, and 100% PS&E submittals in electronic (PDF, AutoCAD, Word and Excel) format
- A letter report summarizing review comments and the resolution of the review comments
- Final bid documents in electronic format

Environmental Compliance and Permitting

1. The consultant shall be responsible for determining all environmental permits and clearances required to deliver the project. Based on the assessment, the consultant shall prepare, submit and obtain all required permits and environmental review documentation required by Federal, State, local, and jurisdictional agencies needed to ensure this project is cleared for construction.
2. The consultant shall be responsible for determining all jurisdictional permits and approvals necessary for the construction of the project and prepare all required permit applications and related documents for processing by the City.
3. The consultant shall prepare appropriate California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), if applicable, and any associated technical studies required to clear the project for construction.
4. The consultant shall prepare a schedule of permits with the required timelines to ensure each permit is obtained prior to the start of construction.
5. All environmental documents shall be prepared in preliminary and final draft stages for City review, and shall incorporate any comments made during the preliminary document review.
6. If applicable, the consultant shall coordinate and manage the environmental document approval process, including all public review and hearings required.

Deliverables:

- Preliminary and final permit applications for submittal by the City
- Preliminary and final CEQA/NEPA documentation for processing by the City
- Attendance and presentation at related meetings/hearings

Final Bid Phase and Bid Phase Support

1. The consultant shall attend the pre-bid meeting (if deemed necessary by the City) and respond to questions concerning the plans, specifications, and estimates prior to bid opening and prepare contract addenda, if required.
2. The consultant shall review construction bids received and make recommendations to the City for award of construction contract.

Deliverables:

- Prepare contract addenda, if required, for distribution by the City, including answers to bidder's questions
- Prepare recommendations to the City for the award of the construction contract

Construction Support Services

1. The consultant shall attend regularly scheduled construction meetings, as directed by the City Engineer, including the pre-construction meeting, to respond to questions concerning the plans, specifications and estimates.
2. The consultant shall review and approve the construction schedule and traffic control plans, as needed.
3. The consultant shall be available to be called to the site in response to questions arising from the progress of the work.
4. The consultant shall review all material submittals and shop drawings as required by the Special Provisions.
5. The consultant shall respond to Request for Information (RFIs) from the contractor when called for by the City and prepare modifications or revisions that are related to the project's original scope and/or change in character.

The City shall not be billed for nor shall they pay for any revisions to the plans and specifications that are required due to errors or omissions in the original contract documents due to negligence or lack of attention to detail stemming from poor design or field work.

6. The consultant shall assist the City in preparation of contract change orders, including time impact and independent cost analysis, as necessary.
7. The consultant shall assist in verifying monthly billed quantities and progress payments to the contractor.

8. The consultant shall participate in the final walk through of the constructed project and assist in the preparation of "punch list" items in need of work.
9. The consultant shall prepare record drawings following construction from mark ups by the contractor and the resident engineer. Submittal of record drawings shall be full-sized PDFs.

Deliverables:

- Responses to RFIs, material submittals, and shop drawings from the contractor
- Plan revisions, as required
- Responses to the review of proposed contract change orders
- Plan revisions, as required, and as-builts

PROJECTS FUNDED WITH STATE AND FEDERAL FUNDS

The CITY intends to construct during the duration of this contract multiple transportation projects that are state and federally funded. In addition to the services described above, these projects may require additional or specific services as described below in compliance with the Caltrans Local Assistance Procedure Manual (LAPM). The selected consultant shall perform site investigations, cost estimating, planning, land surveying, preliminary engineering, civil engineering design, construction support and other services as deemed necessary by the CITY for which the consultant is qualified related to federal and state funded projects. The consultant may provide services to the CITY including, but not limited to, the following:

- **Project Management** – The Public Works Director/City Engineer will serve as the contract manager and direct liaison between the consultant and Caltrans District #7 Division of Local Assistance. The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes, but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the CITY and consultant sub-contractors, and preparing all submissions for the CITY to submit to Caltrans Local Assistance.
- **Preliminary Engineering Studies** – Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometrics, Hydraulics, Geotechnical, Bridge, Landscape Architecture, Traffic Operations, Electrical, ITS Elements, etc.
- **Surveys and Mapping** – The consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts, and the level of environmental clearance. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Design Level Topographic Surveys,

Right-of-Way mapping and property boundary mapping required for property acquisitions, and a Record of Survey.

- **Environmental Studies and Documentation** – Complete the environmental review; including preparation of Caltrans Preliminary Environmental Study and all other technical studies and documents required to comply with CEQA and NEPA and to obtain environmental clearance from Caltrans.
- **Utility Coordination** – Submit improvement plans to utility companies in accordance with their requirements. Coordinate utility relocations, including relocation of the utility poles, as needed. Prepare all documentation required to obtain utility clearance from Caltrans.
- **Right of Way Phase & Determination** – Consultant shall prepare Request for Authorization to advance project to Right of Way Phase using procedures outlined in the Caltrans Local Assistance Procedures Manual. When authorized, consultant shall review right-of-way records and establish additional right-of-way along the entire alignment, if necessary. Consultant shall prepare all documents required to obtain right-of-way clearance from Caltrans. Consultant shall also support city staff in negotiations with property owners for property acquisition and in coordinating improvements affecting improvements on private property and necessitating Temporary Construction Easements.
- **Design** – Design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards and AASHTO Geometric Design guidelines to achieve project objectives. Consultant shall examine and present project alternatives, as necessary, which complete project goals within construction budget. PS&E shall be submitted to the CITY at 60%, 90%, and final contract documents.
- **Construction Phase Authorization** – Consultant shall prepare Request for Authorization to advance project to Construction using procedures outlined in the Caltrans Local Assistance Procedures Manual.
- **Bid Process** – Provide an electronic copy of the final approved plans and specifications, a mylar copy of the final approved plans, and a hard copy of the final approved specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. CITY will be responsible for making copies of contract documents and will distribute to plan rooms and contractors. Consultant shall respond to questions that arise during the bid phase and prepare addendums which will be distributed by the CITY, as necessary.
- **Construction Support** – Consultant shall provide support during construction to the CITY's construction manager. This shall include, but not be limited to, review of submittals and shop drawings, responding to Requests for Information,

modifications to the design in response to changed conditions encountered during construction, and assistance in the review and analysis of proposed Change Order Proposals. Attendance at weekly progress meetings may be required.

- **Grant Administration** – Consultant shall prepare Requests for Authorization (RFA) to Caltrans Local Assistance for the various phases of work including, but not limited to the following: 1) Preliminary Engineering (PE) & DBE Goal Setting; 2) Right of Way (R/W); 3) Utility Relocation (RW/UTIL); and 4) Construction (CON). Consultant shall prepare the Award Package and Final Report of Expenditures to Caltrans and shall assist the City in the preparation of Federal and State invoices and requests for reimbursement. These services shall be in accordance with Caltrans Standards, FHWA Standards, and the City's Standards.

MISCELLANEOUS ENGINEERING SERVICES

The City may request a scope and fee for other miscellaneous engineering services as needs arise. The scope of work for such miscellaneous services will be negotiated and executed as an Engagement Letter.

PRIVATE DEVELOPMENT PROJECTS

The City may request a scope and fee to provide plan checking services for private development projects relating to grading, drainage, site improvements, NPDES storm water quality compliance, street improvements, utility connections, traffic impact studies, and tract/parcel maps. The scope of work for such services will be negotiated and executed as an Engagement Letter.

C. PROPOSAL REQUIREMENTS

The proposal must be concise, well organized, and demonstrate the qualifications and experience, related to the types of professional services described herein, of your firm's team. The proposal shall be printed on 8.5" x 11" pages and include resumes and all other information necessary to describe the experience and capabilities of the firm. It must include the following:

- I. Cover Letter (two pages): Include the primary consultant's name and business address, as well as the name, telephone number and email address of the manager that will oversee the services and be the primary contact. Summarize your understanding of the required services and demonstrate how your firm is qualified to provide these services. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the City of Montebello on behalf of the submitting firm/team.
- II. Qualification and Experience (maximum of 30 pages): The proposed staff shall have experience managing and/or working on, as applicable, public infrastructure improvement projects in similar assignments, including

experience in dealing with public agencies and the general public. It is highly desirable that the key project team members have experience serving public agencies in various capacities, and are accustomed to working with governmental agencies, and have a 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 contact and responsible party representing the City, under the direction of City staff. Qualifications and experience to be shown in the proposal shall include, but not be limited to, the following:

- Identification of experience of principal staff members, including major sub-consultants.
- Approach and understanding of the services to be provided.
- Identify the availability of your team and the percentage of current workload of staff that would provide services to the City, including sub-consultants.
- Description of your firm's quality/control (Q/C) and quality/assurance (Q/A) procedures that will be used to ensure all services are delivered with the highest quality
- Experience of the firm and of the team providing similar services.
- Discussion of document controls.
- Experience on state and federally-funded projects and with the LAPM and other state and federal grants.

III. Scope of Work (maximum 5 pages): The Consultant shall include in its proposal a detailed scope of work and understanding of the services to be provided in compliance with all applicable rules, regulations, standards, requirements, and the LAPM.

IV. Other Documents

- Signed statement by a principal of the company certifying that the firm has an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31
- **Schedule of Billing Rates** - Submit two copies of a Schedule of Billing Rates, including all positions expected to provide services during the term of the contract. This schedule shall be enclosed in a separate sealed envelope clearly marked as **“City of Montebello On-Call Architectural and Engineering Design Services – RFQ No. 21-52 – Schedule of Billing Rates.”**

D. SELECTION PROCESS AND CRITERIA

1. Proposal Review: Upon receiving an adequate number of proposals by the deadline for submission, consultants will be evaluated and the best-qualified consultants may be invited to participate in an interview.

2. Selection Criteria: The City will select a consultant to provide the services pursuant to this Request for Qualifications based on the evaluation of the proposals, interview process (if required), and references. The City, however, reserves the right to award contracts without consultant visits, interviews, or further discussion or negotiations. Therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be without discussion or negotiation with any consultant. Selection is based on a determination of the consultant(s) deemed most qualified to provide the services outlined in this request, but not limited to, the following criteria:

The proposals will be evaluated on a 100-point grading system based on the following:

- Responsiveness to Request for Statement of Qualifications — breadth and depth of response; overall quality, responsiveness and completeness. (20 points)
 - Organization and Technical Qualifications of the team (licenses and certifications held by the firm and key staff). (20 points)
 - Relevant Experience and Expertise for the services. Proven experience and qualifications related to required services for the construction of the types of public works capital improvement projects described herein. (20 points)
 - Understanding and Approach. Availability and ability of firm to provide the services. (10 points)
 - The professional reputation of the firm, and satisfaction of current and/or prior clients. (10 points)
 - Experience in Public Contract Procedures, Requirements, Laws, and Construction Claims (10 Points).
 - Direct experience by project staff on federally-funded projects and the LAPM (10 Points).
3. Interviews: Selected consultants may be invited for an interview (if deemed necessary by the City). The City will contact selected consultants to schedule an interview and provide instructions for the interview.
 4. Professional Services Agreement: The selected consultant(s) will require a professional services agreement, subject to negotiation of precise duties, terms of payment, and other City requirements. A sample Master Retainer Agreement is included in Enclosure 1.

E. MISCELLANEOUS PROVISIONS

1. Costs: The City of Montebello assumes no responsibility for any costs incurred by

an individual/firm in the preparation and/or presentation of a proposal in response to this request, which includes any costs associated with negotiating with the City on any matter related to the proposal, or any other expense incurred by consultant prior to date of award, if any, of the contract.

2. Rights of City: The City reserves the right to reject any or all proposals received, or request additional information from any or all of the respondents, to ascertaining the most qualified individual/firm for the requested service
3. Completeness: To be considered, respondents must submit a complete response in accordance with the requirements contained herein. Proposals must be signed by an officer of the consultant authorized to bind the firm to its provisions. All proposals, with associated costs and agreements, shall be considered valid and binding on the consultant for ninety days after the proposal due date.
4. Ownership of Reports: All documents prepared by the selected individual/firm under this request shall become the property of the City of Montebello upon receipt by the City.

F. FILING DEADLINE

Proposals must be sealed and clearly state on the outside of the package or envelope **“City of Montebello On-Call Architectural and Engineering Design Services – RFQ No. 21-52.”** Submit four (4) hard copies before 5:00 PM pst on _____, 2021. The City assumes no responsibility for errors or delays by public or private carriers in delivering any proposal.

In order for your proposal to be considered, submit **four (4) hard copies** prior to the deadline for submission to:

Mr. James Enriquez, P.E.
Director of Public Works/City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640-3932

Proposals submitted late will be designated nonresponsive and returned to the prospective Consultant. Substitution of the designated team and key staff, without the written approval of the City, after selection of the successful consultant will result in a rejection of the proposal and/or termination of the contract.

G. TENTATIVE TIMELINE:

_____, 2021	Release of RFP
_____, 2021	Deadline for Submission of Proposals
_____, 2021	Interviews (If necessary)
_____, 2021	Anticipated Award of Contract

_____, 2021

Anticipated Commencement of Services

The City of Montebello may, at its discretion, adjust any or all of these proposed tentative timeline dates.

H. QUESTIONS

This request is issued for the City by the Public Works Department. All questions regarding this Request for Qualifications shall be directed to the contact person listed below by phone or email, and answers will be forwarded to all firms at the discretion of the City. The contact information is as follows:

City of Montebello Public Works Department
James Enriquez, P.E.
Director / City Engineer
Tel: (323) 887-1462 | Email: jenriquez@cityofmontebello.com

I. ENCLOSURES

1. Sample Master Retainer Agreement

AGREEMENT NO. 2021-XXXX
MASTER RETAINER AGREEMENT
FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
BETWEEN THE CITY OF MONTEBELLO AND

THIS MASTER RETAINER AGREEMENT for professional architectural and engineering design services ("Agreement") is entered into by and between the City of Montebello, a California municipal corporation (the "City") and _____, (the "Consultant"). The City and the Consultant are referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the City desires to retain the Consultant to perform professional consulting services for the City on an as-needed, per-project basis;

WHEREAS, the Consultant is willing to perform the services defined herein on an as-needed, per-project basis;

WHEREAS, the Consultant represents that the principal representative stated below is authorized to act as such on behalf of the Consultant; and

WHEREAS, the Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. The Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

1. **TERM.** The Term of this Agreement is for three (3) years, commencing on _____, and shall expire on _____. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.
2. **REPRESENTATIVES OF PARTIES AND SERVICE OF NOTICE.** The representatives of the Parties who are primarily responsible for the administration and performance of the Agreement, and to whom formal notice, demands, and communications shall be given, are as follows:

A. For the City:

James Enriquez, P.E.

MASTER RETAINER AGREEMENT
FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
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Director of Public Works / City Engineer
1600 W. Beverly Blvd.,
Montebello, CA 90640
(323) 887-4640
jenriquez@cityofmontebello.com

B. For the Consultant:

C. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or mail.

D. If the name of the principal representative designated to receive the notices, demands, or communication, or the address of such person, is changed, written notice shall be given within seven (7) calendar days of said changes.

E. Any project awarded by Engagement Letter under this agreement will be managed by a designated Civil Engineer who shall serve as the City's Project Manager ("CPM"). The CPM's duties include, but are not limited to, overseeing the Consultant's performance of the Scope of Services pursuant to any Engagement Letter entered into between the City and the Consultant.

3. **RETENTION.** The City retains the Consultant to provide professional consultant services on an as-needed, per-project basis, in accordance with the terms of this Agreement. Consultant agrees to render such services on the terms and conditions stated herein.

4. **SCOPE OF SERVICES.** The scope of such services for which the Consultant may be retained under the Agreement shall be for professional services, generally described as architectural and engineering design services, and as described in detail in the Scope of Services (attached hereto as Exhibit "A").

The City shall request project proposals from the Consultants qualified for the specific category applicable to the project. The Consultant awarded the project shall execute a project-specific Engagement Letter (sample attached as Exhibit "B"). Engagement Letters shall define the scope of work for the specific project, the timeline for completion, and anticipated cost for the project. Such Engagement Letter shall identify the specific category of the work the Consultant undertakes pursuant to the Engagement Letter.

At the time of entering into an Engagement Letter, the Consultant shall furnish: a) a current City of Montebello Business License; and b) a current certificate of insurance.

The Consultant agrees that the services to be rendered pursuant to any project awarded by Engagement Letter and this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services, and in a manner reasonably satisfactory to the City.

5. COMPENSATION.

The City agrees to pay Consultant for services provided under any Engagement Letter entered into between the City and Consultant, in accordance with the Fee Schedule attached hereto as Exhibit "C." The City agrees to compensate the Consultant for the services provided under this Agreement to the City's satisfaction, as solely determined by the City. The Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Fee Schedule (attached hereto and incorporated by reference as Exhibit "C"). Consultant agrees that the fees for services provided pursuant to any Engagement Letter, during the term of this Agreement, shall not exceed the rates and costs set forth in the Fee Schedule, attached hereto as Exhibit "C," unless the City has given specific advance approval in writing.

Consultant acknowledges that the total compensation for any project shall not exceed the maximum compensation stated in the Engagement Letter. Total compensation includes all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and all costs arising from or due to termination or expiration of this Agreement.

The total aggregate sum of all Engagement Letters executed under this Master Retainer Agreement shall not exceed _____ dollars with no cents (\$_____.00) without City Council approval and written authorization from the Director of Public Works/City Engineer.

Consultant shall submit invoices in hard copy and electronically to the Project Manager within fifteen (15) days from the end of each month in which services have been provided. Consultant shall provide invoices with sufficient detail to ensure compliance to pricing as set forth in this Agreement.

Original invoices on Consultant's letterhead with original signatures shall be submitted to the CPM. All invoices shall include, but not be limited to, the following:

1. Project Name
2. Project Name/Number

3. Specialty Category Code and Title
4. Purchase Order Number
5. Invoice Date
6. Invoice Number (Progressive and Unique to Project)
7. Details of work performed or completed during the invoiced period, along with assigned staff's hourly rate, number of hours worked and subtotals
8. Percentage of project completed, as applicable (as verified by CPM)
9. Percentage of project completed through invoicing period (as verified by CPM)

City shall pay City-approved invoices within thirty (30) days of receipt. **Fee/hourly schedule changes and/or annual increases are prohibited.**

The proportion of Total Compensation paid to CONSULTANT as of the Invoice Date shall not exceed the City Engineer's estimated percentage of the project or tasks (as applicable) completed as of the Invoice Date.

Reimbursement requests shall be itemized on the respective invoice, with supporting documentation attached.

1. Invoice shall state date of expense and purpose.
2. All supporting receipts shall be attached.
3. Any request for travel-related expense reimbursement must be pre-approved by the CITY.

Faxed copies of the referenced documents in this Section 5 shall not be processed for payment.

CITY'S payment pursuant to this Agreement shall not constitute a waiver of any breach or defect in the performance of work, nor a waiver of disputes regarding compensation owed to CONSULTANT for work performed.

6. **BUSINESS LICENSE.** The Consultant shall obtain a City business license prior to commencing performance under this Agreement.

7. **INDEPENDENT CONTRACTOR.**

Consultant is an independent contractor. As such, Consultant shall have no power or authority to incur any debt, obligation or liability on behalf of the City, unless such authority is expressly conferred pursuant to a specific project awarded by Engagement Letter under this Agreement. Further, Consultant is not entitled to any benefit typically associated with an employee such as medical, sick leave, retirement, or vacation benefit. Consultant expressly waives any claim to any such rights.

The personnel performing services on any project awarded by Engagement Letter pursuant to this Agreement, and on behalf of Consultant, shall, at all times, be under

Consultant's exclusive direction and control. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which Consultant, its agents, or its employees, perform the services required herein, except as otherwise set forth herein.

Consultant shall perform services pursuant to this Agreement as an independent contractor and shall, at all times, remain a wholly independent contractor. The City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise a joint venture or member of any joint enterprise with Consultant. The Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of the City.

8. PERS ELIGIBILITY INDEMNITY.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services pursuant to an Engagement Letter awarded pursuant to 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, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant 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 the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits.

Consultant is solely responsible for compliance with PERS restrictions applicable to any of Consultant's employees, agents, or subcontractors.

9. CONFLICT OF INTEREST.

The Consultant 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 the Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, the Consultant shall not perform any work for another person or entity for whom the Consultant was not working at the Commencement Date if: (i) such work would require the Consultant to abstain from performance of the work under this Agreement pursuant

to a conflict of interest; and (ii) the City has not consented in writing prior to the Consultant's performance of such work.

Consultant hereby acknowledges that pursuant to Government code Section 87300 *et seq.*, Consultant is designated in the City's Conflict of Interest Code and is required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under any Engagement Letter awarded pursuant to this Agreement, prior to the commencement of work.

10. INDEMNIFICATION.

Consultant hereby agrees to protect, indemnify and hold the City and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the City. This provision is not intended to create any cause of action in favor of any third party against Consultant, or the City, or to enlarge in any way the Consultant's liability, but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from Consultant's negligent performance hereunder.

The provisions of this Section 10 are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the City. The Consultant acknowledges that the City would not enter into this Agreement in the absence of the Consultant's commitment to indemnify and protect the City as set forth herein.

The City shall have the right to offset against the amount of any compensation due the Consultant under this Agreement any amount due the City from the Consultant as a result of the Consultant's failure to pay the City promptly any indemnification arising under this Section 10 and related to the Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of the Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly waives its statutory immunity under such statutes or laws as to the City, its officers, agents, employees and volunteers.

The Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

In the event the Consultant fails to obtain such indemnity obligations from others as required in this Section 10, the Consultant's duty to indemnify pursuant to this Section 10 shall extend to indemnify the City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees (including reasonable attorneys' fees incurred by counsel of the City's choice), expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder by the Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

The City does not waive any rights that it may possess against the Consultant because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE. During the term of this Agreement, the Consultant 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 the Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- A. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence.
- B. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- C. Worker's Compensation insurance as required by the laws of the State of California.
- D. Professional Liability (Errors & Omissions) Insurance with minimum limits of One Million dollars (\$1,000,000) per occurrence and shall be endorsed to include contractual liability.

The Consultant 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 rating of at least A:VII in the latest edition of Best's Insurance Guide. The Consultant agrees that if it does not keep the aforesaid insurance in full force and effect the City may either (i) immediately terminate this Agreement; or (ii) obtain the necessary insurance at the Consultant's expense.

At all times during the term of this Agreement, the Consultant shall maintain certificate(s) of insurance and required endorsements on file with the City Clerk, showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an Additional Insured.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the 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 the City. The Consultant 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.

At least fourteen (14) days prior to the expiration of any insurance required by this Agreement, the Consultant shall provide proof of insurance policy renewals or replacements with insurance policies providing at least the same coverage. The Consultant shall provide such proof to the City at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance provided by the Consultant shall be primary to any coverage available to the City. Any insurance or self-insurance maintained by the City, its officers, employees, agents or volunteers, shall be in excess of the Consultant's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit the Consultant, and the Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The Consultant 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 the City, the Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to the City, or the Consultant shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by the Consultant shall not be construed as a limitation of the Consultant's liability or as full performance of the Consultant's duties to indemnify, hold harmless and defend under Section 13 of this Agreement.

12. OWNERSHIP OF WORK PRODUCT. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the City without restriction or limitation upon its use or dissemination by the City. Such material shall not be the subject of a copyright application by Consultant.

13. CONFIDENTIALITY.

All data, documents, discussion, or other information developed or received by the Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the Consultant without prior written consent by the City. The City shall grant such consent if disclosure is legally required. Upon request, all the City data and any copies thereof shall be returned to the City upon the termination or expiration of this Agreement.

Employees of Consultant, in the course of their duties, may have access to financial, accounting, statistical, and personnel data of private individuals and employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the City. The City shall grant such authorization if disclosure is required by law. All City data shall be returned to the City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

14. TERMINATION.

- A. The City may terminate this Agreement and any Engagement Letter awarded pursuant to this Agreement at any time without cause by giving thirty (30) calendar days written notice to Consultant of such termination and specifying the effective date thereof. If this Agreement or any Engagement Letter is terminated as provided herein, Consultant shall be paid only the total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the City, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in Engagement Letter or the value of services provided as of date of termination.
- B. If for any reason, Consultant shall fail to fulfill in a timely and proper manner its obligation for any project awarded by Engagement Letter and pursuant to the provisions of this Agreement, or if Consultant shall violate any of the covenants or stipulations of this Agreement, the City shall then have the right to terminate the Engagement Letter and this Agreement by giving a five (5) calendar day written

notice to Consultant. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The Consultant will be paid a total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the CITY, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in the Engagement Letter awarded, pursuant to the terms of this Agreement.

- C. The Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All the City data, documents, objects, materials or other tangible things, including, but not limited to electronic and handwritten citations, reports, electronic media and other relevant documents, shall be returned to the City upon the termination or expiration of this Agreement. This including copies and reproductions assembled or prepared by Consultant employees, agency, or officers, in connection with this Agreement.

15. RESOLUTION OF DISPUTES.

- A. Disputes regarding the interpretation or application of any provisions of any Engagement Letter awarded and this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.
- B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of any Engagement Letter awarded pursuant to this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

16. FORCE MAJEURE. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

17. ASSIGNMENT. The Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without the City's prior written consent, and any attempt to do so shall be void and of no effect. The City shall not be obligated or liable under this Agreement to any Party other than the Consultant.

18. COMPLIANCE WITH LAWS. The Consultant shall keep informed of State, Federal and local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if the Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State

of California pursuant to sections 2105 and 17708.01 *et seq.* of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

19. PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Consultant reserves the right to determine the assignment of its own employees to the performance of the Consultant's services under this Agreement, but the City reserves the right, for good cause, to require the Consultant to exclude any employee from performing services on the City's premises. Mark Hanna shall be the Consultant's project administrator and shall have direct responsibility for management of the Consultant's performance under this Agreement. No change shall be made in the Consultant's project administrator without the City's prior written consent.

20. MUTUAL COOPERATION. The City shall provide the Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of the Consultant's services under this Agreement. In the event any claim or action is brought against the City relating to the Consultant's performance in connection with this Agreement, the Consultant shall render any reasonable assistance that the City may require.

21. RECORDS AND INSPECTIONS. The Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. The City shall have the right to access and examine such records, without charge, during normal business hours. The City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

22. PERMITS AND APPROVALS. The Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

23. SURVIVING COVENANTS. The Parties agree that the covenants contained in Sections 8, 10, 13, and 20 of this Agreement shall survive the expiration or termination of this Agreement.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

A. In the performance of this Agreement, the Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental

handicap, medical condition or sexual orientation, and will take affirmative action to avoid such discrimination.

- B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in relation to this Agreement, state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, except contracts or subcontracts for standard commercial supplies or raw materials.

25. HEADINGS. The headings appearing at the commencement of each Section of this Agreement, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or paragraph at the head of which it appears, the Section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

26. NON-WAIVER.

- A. The waiver by the City or the Consultant 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. The City's payment to the Consultant shall not constitute a waiver of any breach of covenant, or any default which may then exist on the part of the Consultant. The City's payment shall not impair or prejudice any right or remedy available to the City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed waived by the City or the Consultant, unless expressed in writing.
- B. The Consultant shall not be liable for any failure to perform if the Consultant presents acceptable evidence, in the City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of the Consultant.
- C. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

27. COURT COSTS.

Each right, power, and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

If any action, at law or in equity, is brought to enforce or to interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be Los Angeles County, California.

28. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

29. SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. ENTIRE AGREEMENT. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the City and the Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by the City and the Consultant

31. MUTUAL COOPERATION IN PREPARATION OF THIS AGREEMENT. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this

MASTER RETAINER AGREEMENT
FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
Page 14

Agreement shall not be construed against any Party on the basis that such Party drafted this Agreement or any provision within it.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”

CITY OF MONTEBELLO

“CONSULTANT”

René Bobadilla, P.E.
City Manager

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

Exhibit A

Scope of Work

Exhibit B

Sample Engagement Letter

_____, 20__

ENGAGEMENT LETTER FOR CONSULTANT SERVICES

SUBJECT: _____

AGREEMENT NO. _____

TASK NO. _____

The purpose of this Engagement Letter is for the City of Montebello (the "City") to engage _____ (the "Consultant") to provide architectural and engineering design services pursuant to terms and conditions of the Master Retainer Agreement (Agreement No. _____) approved by the City Council on _____, 20__ and entered into by and between the City of Montebello and Consultant, in the manner set forth in Exhibit A, "Scope of Services" of the Master Retainer Agreement.

The Scope of Work to be completed pursuant to this Engagement Letter and the cost breakdown are set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall not exceed _____ dollars (\$_____.__), without prior written approval. The charges and hourly rates shall not exceed those stated and in effect when the Master Retainer Agreement was approved on _____ and as stated in the fee schedule attached hereto as Exhibit B.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the Director of Public Works / City Engineer. Pursuant to Government Code 87300 *et seq.*, Consultant has provided (for submittal to the City Clerk) a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Public Works Director pending issuance of a "Notice to Proceed."

THE CITY OF MONTEBELLO

[INSERT CONSULTANT NAME]

Recommended By:

By: _____

Its: _____

Rene Bobadilla, P.E.
City Manager

Date: _____

Approved By:

City Attorney

Date: _____

Exhibits:

- A. Scope of Work/Services under Engagement Letter and Cost Breakdown
- B. Master Agreement Fee Schedule

Exhibit C

Fee Schedule

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Rene Bobadilla, City Manager

BY: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: Evaluation of an Ordinance as Proposed by Councilmember Scarlet Peralta Regarding Implementation of a “Hero Pay” Program

DATE: January 27, 2021

RECOMMENDATIONS

It is recommended that the City Council:

1. Introduce and Adopt the attached Ordinance adding chapter 5.10, relating to grocery or drug store workers in Montebello, and establishing labor standards requirements for premium pay for grocery or drug store workers working in Montebello; declaring the urgency thereof; and declaring that this ordinance shall take effect immediately; and
2. Introduce the attached Ordinance adding chapter 5.10, relating to grocery or drug store workers in Montebello, and establishing labor standards requirements for premium pay for grocery or drug store workers working in Montebello; declaring as a regular ordinance; or
3. Provide direction to City Staff and City Attorney to review, analyze and prepare an Ordinance to effectuate and implement a “Hero Pay” Program for Frontline Grocery and Drug Retail Employees employed by defined retail operators within the City of Montebello; or
4. Take such additional or alternative action that may be desirable.

Evaluation of an Ordinance as Proposed by Councilmember Scarlet Peralta Regarding Implementation of a “Hero Pay” Program

Page 2 of 3

DISCUSSION

At the City Council meeting of January 13, 2021, Councilmember Peralta requested that City staff research and bring back for City Council evaluation the implementation of a “Hero Pay” program for frontline Grocery and Drug Retail employees working in certain establishments in Montebello.

At the January 5, 2021, Los Angeles County Board of Supervisors approved a motion directing County Counsel to prepare an urgency ordinance providing “Hero Pay” of \$5.00 per hour additional pay to employees employed by certain grocery and drug store retail operations. This Hero Pay would apply to unincorporated areas of Los Angeles County for a period of 120 days from the date of adoption of the ordinance. A report will be presented to the Board of Supervisors at their January 26, 2021 Board meeting which is also expected to analyze the ability to implement this proposed program County-wide and upon incorporated cities. (A copy of the Motion approved by the Board of Supervisors is attached to this report.)

In addition to the motion of the Board of Supervisors, similar action has been taken or is under consideration by the cities of Santa Monica, Los Angeles and Long Beach.

Attached for City Council consideration is a proposed Ordinance, modeled after the Ordinance adopted by the City of Long Beach. If the City Council wishes to adopt the ordinance, it is recommended that action be taken to adopt the Ordinance both as an urgency Ordinance and also as a regular Ordinance. In addition, direction will be needed to define the dollar amount for the additional pay and other provide direction on the length that the Ordinance will be in effect.

FISCAL IMPACT

This proposal has no current fiscal impact, however, there may be future impacts related to enforcement proceedings or possible legal challenges presented by the affected retailers.

SUMMARY

City staff is seeking direction on the following:

1. To Introduce and Adopt the attached Ordinance adding chapter 5.10, relating to grocery or drug store workers in Montebello, and establishing labor standards

**Evaluation of an Ordinance as Proposed by Councilmember Scarlet Peralta
Regarding Implementation of a “Hero Pay” Program**

Page 3 of 3

requirements for premium pay for grocery or drug store workers working in Montebello; declaring the urgency thereof; and declaring that this ordinance shall take effect immediately; and

2. To Introduce the attached Ordinance adding chapter 5.10, relating to grocery or drug store workers in Montebello, and establishing labor standards requirements for premium pay for grocery or drug store workers working in Montebello; declaring as a regular ordinance; or
3. Provide direction to City Staff and City Attorney to review, analyze and prepare an Ordinance to effectuate and implement a “Hero Pay” Program for Frontline Grocery and Drug Retail Employees employed by defined retail operators within the City of Montebello; or
4. Take such additional or alternative action that may be desirable.

ATTACHMENTS

- A. Attachment A - Motion Adopted by the Los Angeles County Board of Supervisors
- B. Attachment B - Proposed Ordinance

AGN. NO.

MOTION BY SUPERVISORS HILDA L. SOLIS
AND HOLLY J. MITCHELL

January 5, 2021

“Hero Pay” for Frontline-Grocery and Drug Retail Employees in Los Angeles County

At the close of 2019, a new virus, SARS-CoV-2, was first detected and by January 30, 2020, the World Health Organization (WHO) declared that the disease caused by the SARS-CoV-2 virus (COVID-19) was now a Public Health Emergency of International Concern. The outbreak has since spread to 189 countries and regions, with more than 82 million confirmed cases as of December 30, 2020.¹ In Los Angeles County (County) there have been more than 746,000 infections and nearly 10,000 deaths, many of which have taken place in low-income communities of color.

The nature of the virus has caused governments across the globe to implement safer at home orders that have impacted every sector of the economy. While many sectors were able to transition their workforce to working from home, millions of workers in face-to-face service industries were deemed ‘essential’ to ensure that our communities

¹ “COVID-19 Dashboard by the Center for Systems Science and Engineering at Johns Hopkins University.” Johns Hopkins Coronavirus Resource Center.

MOTION

MITCHELL _____

KUEHL _____

HAHN _____

BARGER _____

SOLIS _____

continue to operate, and basic needs continue to be provided for. Notably, frontline grocery and drug retail workers are two categories of essential workers who have continued to show up for work despite the potential exposure through interactions with customers and co-workers who may have contracted the virus. Working in an essential industry, grocery and drug retail employees have not had the luxury of working from home to help their children with distance-learning and, as a result, have incurred additional childcare expenses. Because of their work on the frontlines, grocery and drug retail workers have met the frantic pace of demand to keep County residents fed and ensure access to medicine during this pandemic. This has been the case since the beginning of the pandemic, with people across the nation rushing to grocery and drug retail stores to stock up on supplies bracing for the unknown.

As the County experiences a record-breaking wave of COVID-19 cases, grocery retailers have experienced an increase in outbreaks with nearly 500 businesses currently under investigation in the County alone. The inability to practice social distancing consistently at work due to large crowds has not only increased exposure risks but also contributed to the psychological distress workers have felt during the pandemic, with research finding that employees with direct customer exposure were five times more likely to test positive for the virus.²

The pandemic has exposed and deepened social and economic inequalities in the County, with the burden of the crisis affecting the most vulnerable communities, often comprised of low-income workers of color. Meanwhile, some of the largest grocery

² Lan F, Suharlim C, Kales SN, et al. "Association between SARS-CoV-2 infection, exposure risk and mental health among a cohort of essential retail workers in the USA." *Occupational and Environmental Medicine*.

retailers in the nation and County have flourished and expanded their market share. These employers employ a labor workforce that consists of low-wage workers who have been disproportionately impacted by the economic fallout of this pandemic, with nearly half reporting challenges paying their bills and roughly a third having trouble paying their rent or mortgage.³ A study conducted by the Brookings Institution also found that these top, publicly traded retailers have seen a 40% increase in profit averaging \$16.7 billion in extra profit in 2020, while their stock prices increased by an average of 33%.⁴ Although these inequalities have been exposed and are out in the open for us to finally discuss and address, this public health crisis and the economic unraveling have widened the already deep divide between low-wage frontline workers and their employers and shareholders.

The County Department of Public Health issued Protocols for Grocery Stores and Retail Food Markets in the Targeted Temporary Safer at Home Health Officer Order. In Appendix B - 1 retail food markets are defined to include grocery stores, convenience stores, liquor stores and other retail locations that sell food or beverage products and have a health permit issued by the Department of Public Health as a Food Market Retailer. Appendix B-1 may include retail drug stores as well as grocery stores and retail locations selling groceries covered by the CA Retail Food Code.

Such grocery and drug retail workers are among the heroes of this pandemic, putting their lives on the line – often for low wages and minimal benefits - in order to sustain our food system and maintain healthy communities. In March, several grocery store corporations offered \$2 to \$4 hourly raises to employees, at the outset of the

³ Parker, Kim, et al. "Economic Fallout From COVID-19 Continues to Hit Lower-Income Americans the Hardest." Pew Research Center.

⁴ Kinder, Molly, et al. "Windfall Profits and Deadly Risks." Brookings.

pandemic. However, this increase, sometimes referred to as “Hero Pay,” lapsed in May, while profits – and COVID-19 cases – have surged. It is imperative for this Board to act with urgency to support just compensation for these workers by requiring their employers to provide for “Hero Pay.”

WE, THEREFORE, MOVE that the Board of Supervisors direct the Acting County Counsel, in consultation and collaboration with and other relevant Departments, to deliver a written report to the Board of Supervisors prior to its January 26, 2021 meeting that:

1. Contains a proposed Urgency Ordinance that, among other things:
 - a. Requires that stores located in the unincorporated areas of the County of Los Angeles, that are covered by Appendix B-1 of the County of Los Angeles Department of Public Health Targeted Temporary Safer at Home Health Officer Order, and are publicly traded or have at least 300 employees nationwide and more than 10 employees per store site pay all of their workers an additional five (5) dollars per hour in wages;
 - b. Sunsets 120 days from the effective date of the ordinance; and
 - c. Includes any other provisions necessary to implement the intent of this motion
2. Advises the Board as to whether such an Urgency Ordinance can apply to incorporated and unincorporated areas of Los Angeles County.

#

HLS: ap

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AMENDING THE MONTEBELLO MUNICIPAL CODE BY ADDING CHAPTER 5.10, RELATING TO GROCERY OR DRUG STORE WORKERS IN MONTEBELLO, AND ESTABLISHING LABOR STANDARDS REQUIREMENTS FOR PREMIUM PAY FOR GROCERY OR DRUG STORE WORKERS WORKING IN MONTEBELO; DECLARING THE URGENCY THEREOF; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY

WHEREAS, the new coronavirus 19 (COVID-19) disease is caused by a virus that spreads easily from person to person and may result in serious illness or death, and is classified by the World Health Organization (WHO) as a worldwide pandemic; and

WHEREAS, COVID-19 has broadly spread throughout California and remains a significant health risk to the community, especially members of our most vulnerable populations; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom proclaimed a state of emergency in response to new cases of COVID-19, directing state agencies to use all resources necessary to prepare for and respond to the outbreak; and

WHEREAS, on March 10, 2020, the City Council of the City of Montebello proclaimed a civil emergency in response to new cases of COVID-19, authorizing the City Manager to exercise the emergency powers necessary to take extraordinary measures to prevent death or injury of persons and to protect the public peace, safety and welfare, and alleviate damage, loss, hardship or suffering; and

WHEREAS, on March 19, 2020, California Governor Gavin Newsom issued a "Stay Home - Stay Healthy" proclamation closing all non-essential workplaces, requiring people to stay home except to participate in essential activities or to provide essential business services, and banning all gatherings for social, spiritual, and recreational purposes. In addition to healthcare, public health and emergency services, the "Stay Home - Stay Healthy" proclamation identified grocery or drug store stores as essential business sectors critical to protecting the health and well-being of all Californians and designated their workers as essential critical infrastructure workers; and

WHEREAS, on December 3, 2020, California Governor Gavin Newsom extended the "Stay Home - Stay Healthy" proclamation; and

WHEREAS, as of January 5, 2021, the World Health Organization Situation Report reported a global total of 86,833,481 cases of COVID-19, including 1,875,460 deaths;

California reported 2,490,000 cases of COVID-19, including 27,038 deaths; and Montebello reported 35,664 cases of COVID-19, including 420 deaths; and

WHEREAS, grocery or drug stores are essential businesses operating in Montebello during the COVID-19 emergency making grocery or drug store workers highly vulnerable to economic insecurity and health or safety risks; and

WHEREAS, grocery or drug store workers working for grocery or drug stores are essential workers who perform services that are fundamental to the economy and health of the community during the COVID-19 crisis. They work in high risk conditions with inconsistent access to protective equipment and other safety measures; work in public situations with limited ability to engage in physical distancing; and continually expose themselves and the public to the spread of disease; and

WHEREAS, premium pay, paid in addition to regular wages, is an established type of compensation for employees performing hazardous duty or work involving physical hardship that can cause extreme physical discomfort and distress; and

WHEREAS, grocery or drug store workers working during the COVID-19 emergency merit additional compensation because they are performing hazardous duty due to the significant risk of exposure to the COVID-19 virus. Grocery or drug store workers have been working under these hazardous conditions for months. They are working in these hazardous conditions now and will continue to face safety risks as the virus presents an ongoing threat for an uncertain period, potentially resulting in subsequent waves of infection; and

WHEREAS, the availability of grocery or drug store stores is fundamental to the health of the community and is made possible during the COVID-19 emergency because grocery or drug store workers are on the frontlines of this devastating pandemic supporting public health, safety, and welfare by working in hazardous situations; and

WHEREAS, establishing an immediate requirement for grocery or drug stores to provide premium pay to grocery or drug store workers protects public health, supports stable incomes, and promotes job retention by ensuring that grocery or drug store workers are compensated for the substantial risks, efforts, and expenses they are undertaking to provide essential services in a safe and reliable manner during the COVID-19 emergency; and

WHEREAS, California Government Code sections 8634, 36934 and 36937 authorize the City Council to take action by ordinance to take effect immediately for the preservation of the public peace, health or safety when adopted by a four-fifths vote of the City Council.

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

Section 1. The Montebello Municipal Code is amended by adding Chapter 5.10 to read as follows:

CHAPTER 5.10

PREMIUM PAY FOR GROCERY OR DRUG STORE WORKERS

5.10.010 Purpose.

As a result of the COVID-19 pandemic and the "Stay at Home" order issued by California Governor Gavin Newsom, this Ordinance aims to protect and promote the public health, safety, and welfare during the new coronavirus 19 (COVID-19) emergency by requiring grocery or drug store stores to provide premium pay for grocery or drug store and drug store workers performing work in Montebello. Requiring grocery or drug stores to provide premium pay to grocery or drug store workers compensates grocery or drug store workers for the risks of working during a pandemic. Grocery or drug store workers face magnified risks of catching or spreading the COVID-19 disease because the nature of their work involves close contact with the public, including members of the public who are not showing symptoms of COVID-19 but who can spread the disease. The provision of premium pay better ensures the retention of these essential workers who are on the frontlines of this pandemic providing essential services and who are needed throughout the duration of the COVID-19 emergency. As such, they are deserving of fair and equitable compensation for their work.

5.10.020 Short title.

This ordinance shall constitute the "Premium Pay for Grocery and Drug Store Workers Ordinance" and may be cited as such.

5.10.030 Definitions.

For purposes of this Ordinance:

"Adverse action" means reducing the compensation to a grocery or drug store worker, garnishing gratuities, temporarily or permanently denying or limiting access to work, incentives, or bonuses, offering less desirable work, demoting, terminating, deactivating, putting a grocery or drug store worker on hold status, failing to rehire after a seasonal interruption of work, threatening, penalizing, retaliating, or otherwise discriminating against a covered grocery or drug store worker for any reason prohibited by Sections 5.10.070 or 5.10.100.

"Adverse action" also encompasses any action by the hiring entity or a person acting on the hiring entity's behalf that would dissuade a grocery or drug store worker from exercising any right afforded by this ordinance.

"Aggrieved party" means a grocery or drug store worker or other person who suffers tangible or intangible harm due to a hiring entity or other person's violation of this ordinance.

"City" means the City of Montebello.

"Covered grocery or drug store worker" means a grocery or drug store worker employed directly by a hiring entity who is entitled to premium pay pursuant to this Ordinance.

"Drug store worker" means a worker employed directly by a hiring entity at a drug store. Drug store worker does not include managers, supervisors or confidential employees.

"Grocery worker" means a worker employed directly by a hiring entity at a grocery store. Grocery worker does not include managers, supervisors or confidential employees.

"Drug store" means a store that devotes seventy percent (70%) or more of its business to retailing a general range of drugs, pharmaceuticals, cosmetics and related products, including food products, which may be fresh or packaged. There is a rebuttable presumption that if a store receives seventy percent (70%) or more revenue from retailing a general range of drugs, pharmaceuticals, cosmetics and related products, including food products, then it qualifies as a drug store.

"Grocery store" means a store that devotes seventy percent (70%) or more of its business to retailing a general range of food products, which may be fresh or packaged. There is a rebuttable presumption that if a store receives seventy percent (70%) or more revenue from retailing a general range of food products, then it qualifies as a grocery store.

"Hiring entity" means a grocery or drug store that employs over three hundred (300) grocery or drug store workers nationally and employs more than fifteen (15) employees per grocery or drug store in the City of Montebello.

"Premium pay" means additional compensation owed to a grocery or drug store worker that is separate from hiring entity payments for providing services, bonuses, and commissions, as well as tips earned from customers.

"Respondent" means a grocery or drug store, parent company or any person who is alleged or found to have committed a violation of this Ordinance.

5.10.040 Grocery or drug store worker coverage.

For the purposes of this Ordinance, covered grocery or drug store workers are limited to those who perform work for a hiring entity where the work is performed in the City of Montebello.

5.10.050 Hiring entity coverage.

A. For purposes of this Ordinance, hiring entities are limited to those who employ three hundred (300) or more grocery or drug store workers nationally and employ more than fifteen (15) employees per grocery or drug store in the City of Montebello.

B. To determine the number of grocery or drug store workers employed for the current calendar year:

1. The calculation is based upon the average number per calendar week of grocery or drug store workers who worked for compensation during the preceding calendar year for any and all weeks during which at least one (1) grocery or drug store worker worked for compensation. For hiring entities that did not have any grocery or drug store workers during the preceding calendar year, the number of grocery or drug store workers employed for the current calendar year is calculated based upon the average number per calendar week of grocery or drug store workers who worked for compensation during the first ninety (90) calendar days of the current year in which the hiring entity engaged in business.

2. All grocery or drug store workers who worked for compensation shall be counted, including but not limited to:

- a. Grocery or drug store workers who are not covered by this Ordinance; and
- b. Grocery or drug store workers who worked in Montebello.

5.10.060 Premium pay requirement.

A. Hiring entities shall provide each grocery or drug store worker with premium pay consisting of an additional _____ Dollars (\$____) per hour for each hour worked.

B. Hiring entities shall provide the pay required by Subsection 5.10.060 (A) for a minimum of _____ (____) days from the effective date of this Ordinance.

C. Unless extended by City Council, this ordinance shall expire in _____ (____) days.

5.10.070 Grocery or drug store worker and consumer protections.

A. No hiring entity shall, as a result of this Ordinance going into effect, take any of the following actions:

1. Reduce a grocery or drug worker's compensation;
2. Limit a grocery or drug store worker's earning capacity.

B. It shall be a violation if this Ordinance is a motivating factor in a hiring entity's decision to take any of the actions in Subsection 5.10.070 (A) unless the hiring entity can prove that its decision to take the action(s) would have happened in the absence of this Ordinance going into effect.

5.10.080 Notice of rights.

A. Hiring entities shall provide covered grocery or drug store workers with a written notice of rights established by this ordinance. The notice of rights shall be in a form and manner sufficient to inform grocery or drug store workers of their rights under this ordinance. The notice of rights shall provide information on:

1. The right to premium pay guaranteed by this Ordinance;

2. The right to be protected from retaliation for exercising in good faith the rights protected by this ordinance; and

3. The right to bring a civil action for a violation of the requirements of this Ordinance, including a hiring entity's denial of premium pay as required by this Ordinance and a hiring entity or other person's retaliation against a covered grocery or drug store worker or other person for asserting the right to premium pay or otherwise engaging in an activity protected by this ordinance

B. Hiring entities shall provide the notice of rights required by posting a written notice of rights in a location of the grocery or drug utilized by employees for breaks, and in an electronic format that is readily accessible to the grocery or drug store workers. The notice of rights shall be made available to the grocery or drug store workers via smartphone application or an online web portal, in English and any language that the hiring entity knows or has reason to know is the primary language of the grocery or drug store worker(s).

5.10.090 Hiring entity records.

A. Hiring entities shall retain records that document compliance with this Ordinance for covered grocery or drug store workers.

B. Hiring entities shall retain the records required by Subsection 5.10.090 (A) for a period of two (2) years.

C. If a hiring entity fails to retain adequate records required under Subsection 5.10.090 (A), there shall be a presumption, rebuttable by clear and convincing evidence, that the hiring entity violated this Ordinance for each covered grocery or drug store worker for whom records were not retained.

5.10.100 Retaliation prohibited.

No hiring entity employing a grocery or drug store worker shall discharge, reduce in compensation, or otherwise discriminate against any grocery or drug store worker for opposing any practice proscribed by this Ordinance, for participating in proceedings related to this Ordinance, for seeking to exercise their rights under this Ordinance by any lawful means, or for otherwise asserting rights under this Ordinance.

5.10.110 Violation.

The failure of any respondent to comply with any requirement imposed on the respondent under this Ordinance is a violation.

5.10.120 Remedies.

A. The payment of unpaid compensation, liquidated damages, civil penalties, penalties payable to aggrieved parties, fines, and interest provided under this Ordinance is cumulative and is not intended to be exclusive of any other available remedies, penalties, fines, and procedures. A respondent found to be in violation of this Ordinance for retaliation under Section 5.10.100 shall be subject to any appropriate relief at law or

equity including, but not limited to reinstatement of the aggrieved party, front pay in lieu of reinstatement with full payment of unpaid compensation plus interest in favor of the aggrieved party under the terms of this Ordinance, and liquidated damages in an additional amount of up to twice the unpaid compensation.

5.10.130 Private right of action.

A Any covered grocery or drug store worker that suffers financial injury as a result of a violation of this Ordinance, or is the subject of prohibited retaliation under Section 5.10.100, may bring a civil action in a court of competent jurisdiction against the hiring entity or other person violating this Ordinance and, upon prevailing, may be awarded reasonable attorney fees and costs and such legal or equitable relief as may be appropriate to remedy the violation including, without limitation: the payment of any unpaid compensation plus interest due to the person and liquidated damages in an additional amount of up to twice the unpaid compensation; and a reasonable penalty payable to any aggrieved party if the aggrieved party was subject to prohibited retaliation.

5.10.140 Encouragement of more generous policies.

A. Nothing in this Ordinance shall be construed to discourage or prohibit a hiring entity from the adoption or retention of premium pay policies more generous than the one required herein.

B. Nothing in this Ordinance shall be construed as diminishing the obligation of a hiring entity to comply with any contract or other agreement providing more generous protections to a grocery or drug store worker than required by this Ordinance.

5.10.150 Other legal requirements.

This Ordinance provides minimum requirements for premium pay while working for a hiring entity during the COVID-19 emergency and shall not be construed to preempt, limit, or otherwise affect the applicability of any other law, regulation, requirement, policy, or standard that provides for higher premium pay, or that extends other protections to grocery or drug store workers; and nothing in this Ordinance shall be interpreted or applied so as to create any power or duty in conflict with federal or state law. Nothing in this Section shall be construed as restricting a grocery or drug store worker's right to pursue any other remedies at law or equity for violation of their rights.

5.10.160 Severability.

The provisions of this Ordinance are declared to be separate and severable. If any clause, sentence, paragraph, subdivision, section, subsection, or portion of this ordinance, or the application thereof to any hiring entity, grocery or drug store worker, person, or circumstance, is held to be invalid, it shall not affect the validity of the remainder of this Ordinance, or the validity of its application to other persons or circumstances.

Section 2. Declaration of Urgency. This Ordinance is urgently required to provide economic relief to grocery or drug store workers in light of the COVID-19 pandemic and related state and local "Safer at Home" health orders limiting business operations. For these reasons, the establishment of labor standard requirements for

premium pay for grocery or drug store workers working in Montebello is immediately necessary.

Section 3. This Ordinance is an emergency Ordinance duly adopted by the City Council by a vote of four (4) of its members and shall take effect immediately. The City Clerk shall certify to a separate roll call and vote on the question of the emergency of this Ordinance and to its passage by the vote of four (4) members of the City Council of the City of Montebello, and cause the same to be posted in two (2) conspicuous places in the City of Montebello, and it shall thereupon take effect and shall be operative immediately.

Section 4. This Ordinance shall also be adopted by the City Council as a regular ordinance, to the end that in the event of any defect or invalidity in connection with the adoption of this Ordinance as an emergency Ordinance, the same shall, nevertheless, be and become effective on the thirty-first (31st) day after it is approved by the City Council. The City Clerk shall certify to the passage of this Ordinance by the City Council of the City of Montebello and shall cause the same to be posted in two (2) conspicuous places in the City of Montebello.

PASSED, APPROVED AND ADOPTED this 27th day of January 2021.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

ORDINANCE NO. _____

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I hereby certify that on a separate roll call and vote which was taken by the City Council of the City of Montebello upon the question of emergency of this Ordinance at its meeting of January 27, 2021 the Ordinance was declared to be an emergency by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I further certify that thereafter, at the same meeting, upon a roll call and vote on the introduction and first reading of the ordinance, it was introduced by the City Council of the City of Montebello by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I further certify that the foregoing Ordinance was thereafter adopted on final reading by the City Council of the City of Montebello at its meeting of February 10, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez 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 and Community Services

SUBJECT: **Park Facilities Master Plan and Facilities Needs Assessment Update**

DATE: January 27, 2021

RECOMMENDATIONS

It is recommended that the City Council:

- (1) Receive and file an update on the Park Facilities Master Plan (PFMP) and Facilities Needs Assessment (FNA).
- (2) Take such additional, related, action that may be desirable.

BACKGROUND

The purpose of the PFMP is to serve as a planning and asset management tool for the City of Montebello's (City) parks and open spaces 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. The PFMP will aid in providing an 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 Recreation and Community Services Department is additionally responsible for the maintenance of City facilities and includes a Building Maintenance Division. The FNA expands upon the PFMP and will provide a comprehensive report which includes current and future needs at existing City-owned facilities. The FNA will be useful for future planning of capital improvement projects and current and ongoing maintenance considerations – all of which have budget impacts.

The City'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 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.

At the September 11, 2019 City Council meeting, City Council approved appropriations necessary to produce a PFMP and FNA. The approved Resolution #19-108 appropriated \$400,000 from the General Fund 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 operations feasibility, and the identification of potential park improvements. The RFP also included an additional task to assess the needs of non-park facilities in the FNA. On February 12, 2020, City Council awarded a Professional Services Agreement to KTUA in the amount of \$383,749 for the development of a PFMP and FNA (the project).

ANALYSIS

City staff and KTUA held kick off meetings in early March of 2020 and have continued to have monthly virtual meetings throughout the life of the project. Final reports are currently being drafted and anticipated to be presented to City Council by April for potential adoption.

The initial stages of the project included City staff interviews, preliminary assessments of park and non-park facilities, inventory of site conditions and amenities, the establishment of a community outreach strategy, and research. Some aspects of the research include benchmarking of parks and their amenities against local comparable jurisdictions as well as assessing the walkability of our park system to determine the ease of access and availability of open space to the community. A website was created to update the community with the project's progress (<https://arcg.is/0yeqOa>). The website includes an interactive map that allows community members to make comments on specific park areas and/or amenities, access to recorded presentations, maps, surveys and provides general updates on the project's status.

The community outreach aspect of the project began with mailed surveys to approximately 4,500 random households throughout the City. The mailed survey provided statistically valid results on public sentiment on City parks and recreational programming. Attached is a sample of survey responses received. After mailed surveys were sent out, the survey was made available to the public on the project website and promoted through the City's social media platforms. The survey was also advertised through the Recreation and Community Services email list. A total of approximately 400 responses were received.

On July 22, 2020, the City hosted its first virtual community presentation. A total of four presentations have been held to date from July 2020 through December 2020. Presentations began by providing the public with general information on the purpose, background and scope of the project.

The PFMP project scope contains the ability to analyze and plan for three site-specific park plans. Through public outreach efforts and survey results, it was determined that the three parks that would receive a site-specific plan were Grant Rea Park, City Park and Reggie Rodriguez Park. The most recent presentation discussed design and improvements to these parks while incorporating the community's input and desires. Due to the COVID-19 pandemic and gathering restrictions, all presentations were done online and any interested community member could register to participate. During presentations, participants had the opportunity to ask questions, leave comments and answer poll questions relative to the specific topics provided to drive the discussion towards the wants and needs of the community within the City's existing park system.

The PFMP and FNA are currently developing as scheduled. Staff is beginning to review draft chapters and all facility assessments have been completed Citywide. A comprehensive assessment will be included in the project's final document along with best practices for preventative maintenance and detailed facility inventories with site-specific recommendations and suggested timetables for improvements.

FISCAL IMPACT

The City Council will consider receiving and filing an update on the Park Facilities Master Plan (PFMP) and Facilities Needs Assessment (FNA) and there is no fiscal impact at this time related to this action. The funds appropriated in Fiscal Year 2019-20 have proved sufficient to pay for the work associated with drafting these plans. Funds were carried over in FY 2020-21 to Account No. 100-70-550-6040.10, Outside Contracts. It is not anticipated that additional funding is needed to complete the project.

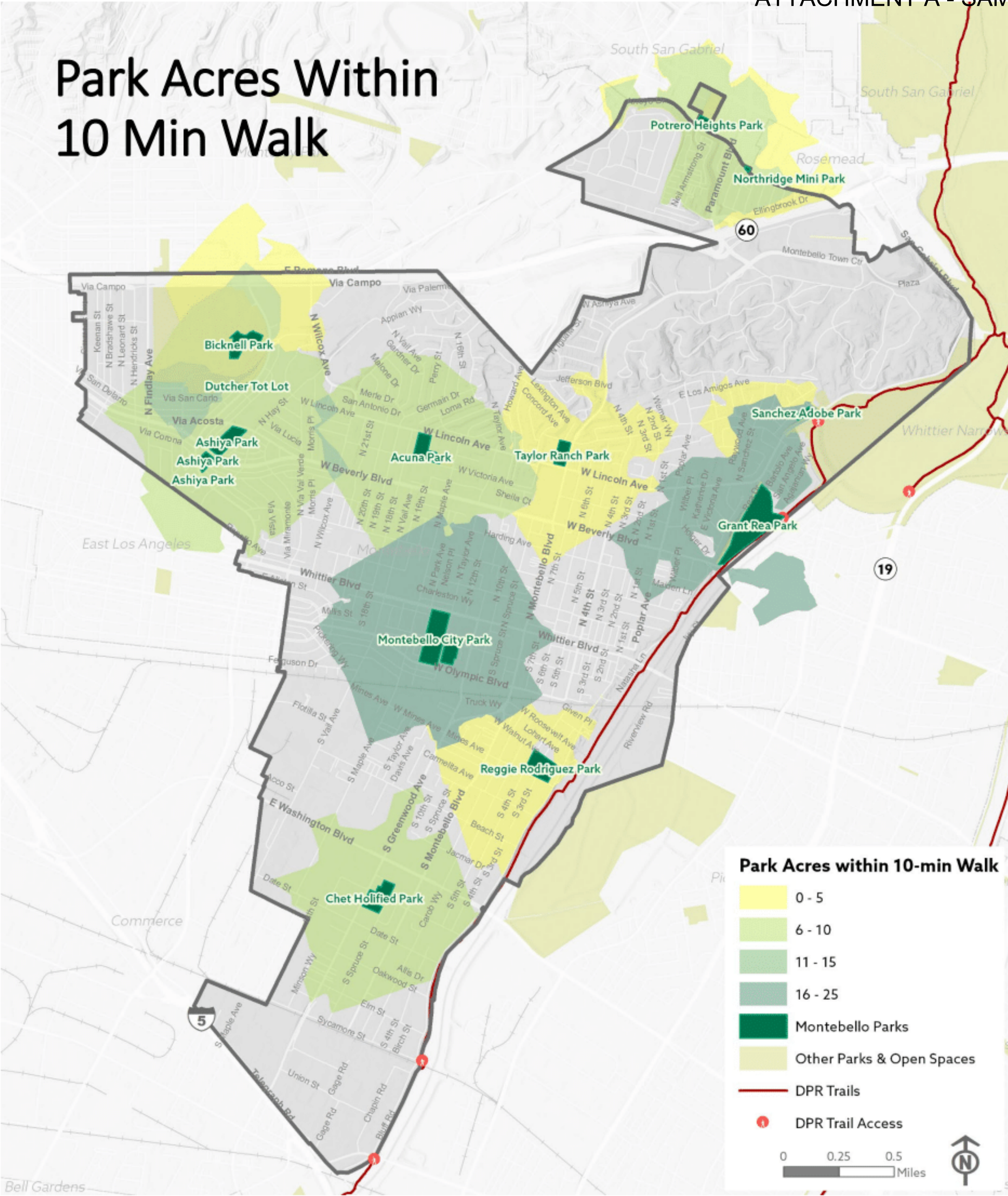
SUMMARY

The City Council will consider receiving and filing an update on the Park Facilities Master Plan (PFMP) and Facilities Needs Assessment (FNA).

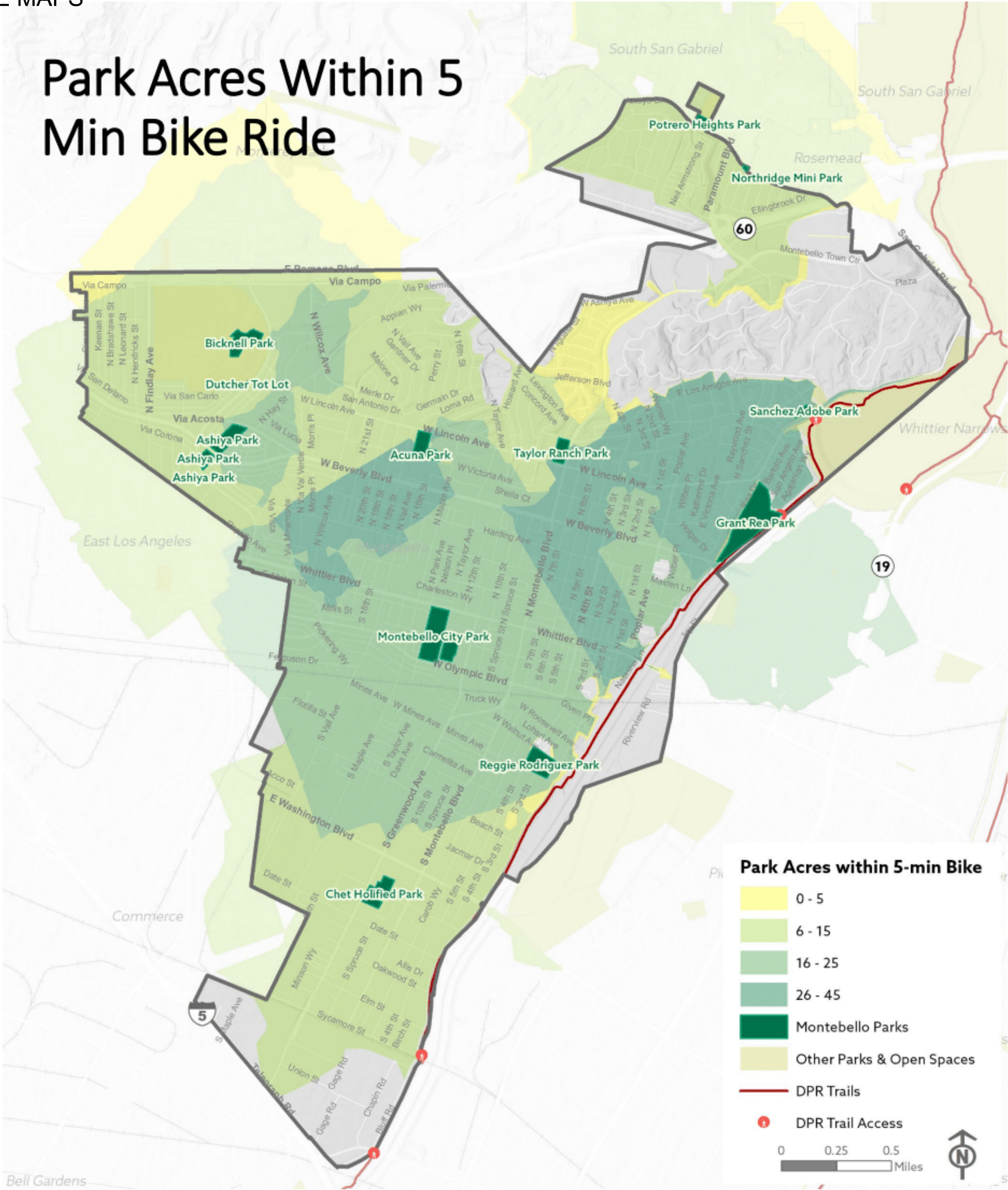
ATTACHMENTS

- A. Attachment A – Sample Park Maps
- B. Attachment B – Sample Survey Results
- C. Attachment C – Sample Facility Assessments

Park Acres Within 10 Min Walk

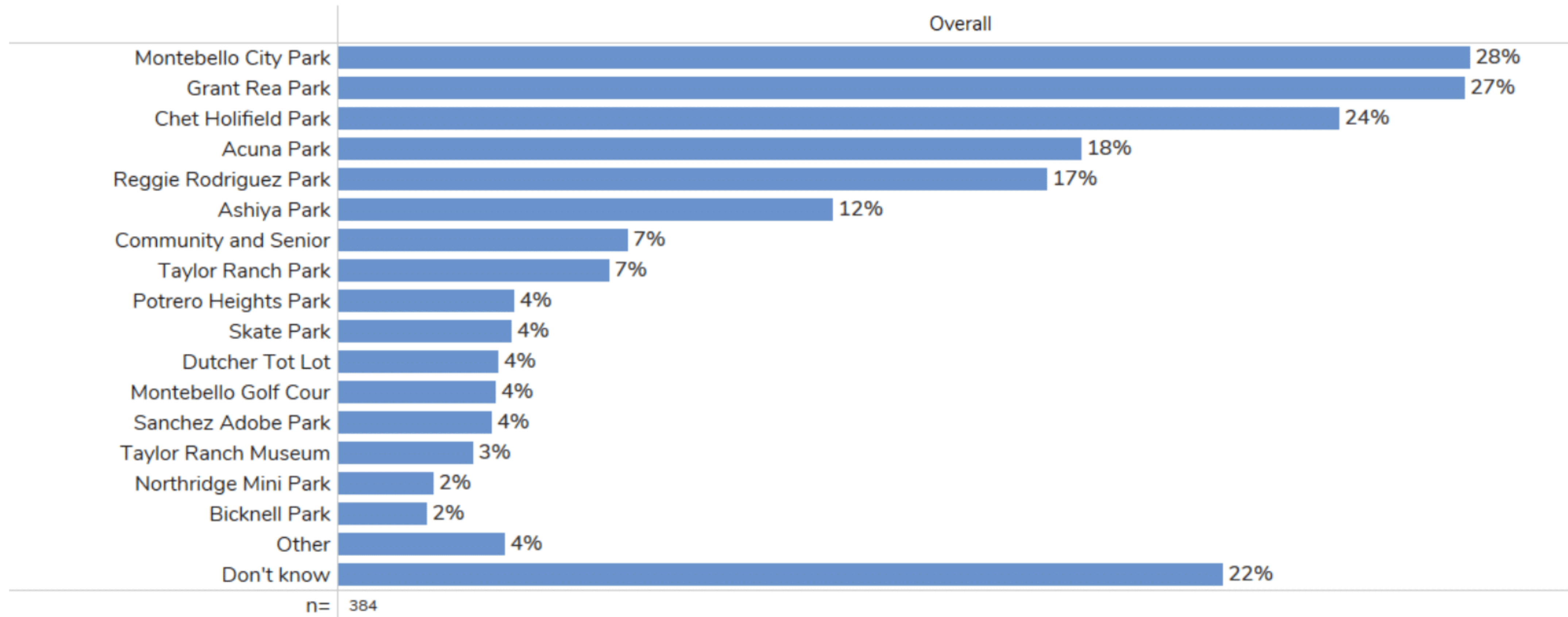


Park Acres Within 5 Min Bike Ride



Improvement & Additional Amenities

Q 6: Which of the city parks/recreation facilities, if any, do you feel needs major improvements and additional amenities to become a better-quality park that can support recreational needs into the future? (Check all that apply)

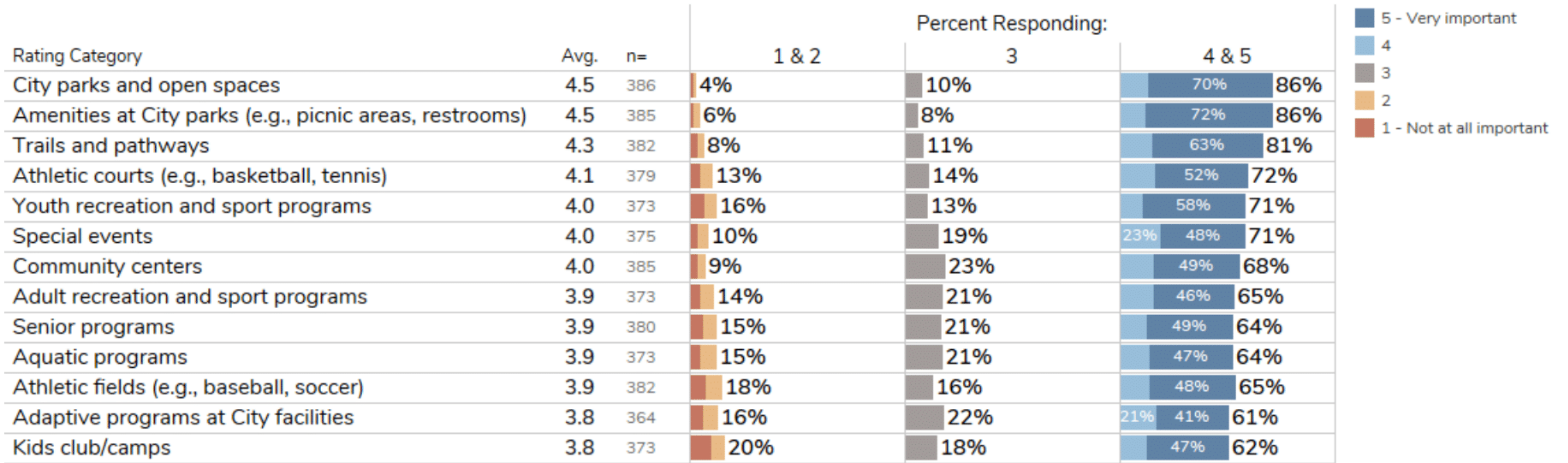


Source: RRC Associates and KTUA



Current Facilities: Importance

Q 11: Please rate A: how important are the following facilities and services to your household:
Overall



*Ratings categories are sorted in descending order by the average rating

Source: RRC Associates and KTUA

Reserve Summary	IMMEDIATE	2-Year	5-Year	10-Year	20-Year
Totals, Unescalated	\$35,764	\$47,458	\$800,213	\$3,213,071	\$10,363,766
Totals, Escalated (3.0% inflation, compounded annually)	\$35,764	\$48,170	\$885,379	\$3,952,980	\$15,093,967
Average yearly investment: \$754,698 Show year by year					



Site Information		Edit
Assessment Date	05/11/2020	
Facility	Transportation Facility	
Replacement Value	\$3,375,000	
Street	400 S. TAYLOR AVE	
City	Montebello	
State	California	
Zip	90640	
EMG Project Number	142318.20R000	
Total Square Footage	15000	
GPS	34.0064559, -118.1157882	

All Transportation Facility Buildings Information

Show/Hide Details



Reserve Summary	IMMEDIATE	2-Year	5-Year	10-Year	20-Year
Totals, Unescalated	\$10,046	\$20,341	\$221,693	\$1,135,777	\$2,989,888
Totals, Escalated (3.0% inflation, compounded annually)	\$10,046	\$20,888	\$245,109	\$1,402,330	\$4,159,945
Average yearly investment: \$207,997 Show year by year					



Site Information

Edit

Assessment Date	04/16/2020
Facility	Reggie Rodriguez Park (7.6 acres)
Replacement Value	\$4,634,784
Street	200 W. MINES AVE.
City	Montebello
State	California
Zip	90640
Total Square Footage	331056
GPS	34.0010528, -118.1068053

All Reggie Rodriguez Park (7.6 acres) Buildings Information

Show/Hide Details



All Facilities ▼ Fire Station 56 ➤

- Overview
- Assets & Observations
- Inventory
- Photos
- FCI
- Documents
- Work Completed
- GPS

Reserve Summary	IMMEDIATE	2-Year	5-Year	10-Year	20-Year
Totals, Unescalated	\$91,816	\$189,088	\$626,934	\$896,075	\$1,504,888
Totals, Escalated (3.0% inflation, compounded annually)	\$91,816	\$192,002	\$689,238	\$1,024,889	\$1,938,850
Average yearly investment: \$96,943 Show year by year					



Site Information		Edit
Assessment Date	04/23/2020	
Facility	Fire Station 56	
Replacement Value	\$3,250,000	
Street	1166 S. GREENWOOD AVE	
City	Montebello	
State	California	
Zip	90640	
Total Square Footage	10000	
GPS	33.9912312, -118.1213164	



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

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **Receive and File the Fiscal Year 2019-20 Comprehensive Annual Financial Report (CAFR)**

DATE: January 27, 2021

RECOMMENDATIONS

It is recommended that the City Council receive and file the Fiscal Year 2019-20 Comprehensive Annual Financial Report (CAFR) and presentation.

BACKGROUND

The City annually produces a Comprehensive Annual Financial Report (CAFR) that presents audited financial results as of June 30 of the prior fiscal year. Staff is presenting the CAFR for the fiscal year ended June 30, 2020. The City engages a third-party audit firm (Vasquez and Company) to review all financial transactions, produce various statements, ensure compliance with Governmental Accounting Standards Board (GASB) statements, assist staff in compiling the CAFR document, sample transactions, review internal controls, and provide an opinion on the accuracy and validity of the financial statements.

The auditors have provided an “un-qualified” opinion for the Fiscal Year 2019-20 report. In other words, this is a “clean” audit with no significant findings that would cause the auditors to render a “qualified” opinion:

“In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Montebello, California, as of June 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.”

The CAFR is a document that tells “what has happened” in the prior fiscal year, as opposed to a budget which is a plan for the upcoming fiscal year. There are

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF JANUARY 27, 2021
Receive And File The Fiscal Year 2019-20 Comprehensive Annual Financial Report (CAFR)

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statements, notes and schedules of required information that provide the reader a comprehensive view of revenues, expenses, assets, liabilities, cash and investments, debt, pension, and other financial data across the entire organization. There are also statistical tables which present a broad picture of Montebello. The Transmittal Letter (Attachment 1) and Management Discussion and Analysis (MD&A) (Attachment 2) provide extensive detail and discussion of the financial statements. The Notes section of the CAFR is also useful in providing a more complete explanation of the various financial aspects of the City.

This agenda report will provide a summary of significant highlights from the document. It should be noted that Staff is presenting the FY 2019-20 CAFR for the Government Finance Officers Association (GFOA) "Certificate of Achievement for Excellence in Financial Reporting" Award Program. This program provides a third-party review of the CAFR in an effort to produce a document that meets industry best practice standards.

ANALYSIS

The CAFR presents information by type of funds, with the two most significant "buckets" being Governmental Activities and Business-type Activities. Governmental Activities includes not just the General Fund, but special funds such as Gas Tax, Proposition A, Proposition C, Housing Successor Agency, Retirement Fund, and the various (non-Transit) Grant Funds. Business-type Activities includes Transit, Golf Course, Hilton Garden Inn and the Home2Suites. Included in the financial statements is not only revenue and expenditures, but liabilities related to bond debt, pension and retiree medical liabilities. The following pages provide a discussion of major items in the CAFR.

Government-wide Overview

Overall, total revenues (Governmental and Business-type combined) for FY 2019-20 were \$122.2 million, compared to \$125.8 million in FY 2018-19. The largest drop in revenue was in the "Charges for Services" and "Sales Tax" categories. The loss in revenue in these areas outweighed gains in "Operating Grants," "Property Taxes," and "Other Taxes." The primary reason for the reduction in Sales Tax and Charges for Services is the pandemic. Required closures of retail businesses, combined with cessation of community services programs and classes reduced revenue in these categories.

Total expenses were \$136.9 million, compared to \$124.9 million in FY 2018-19. Public Safety, Transit, and interest expenses on long-term debt saw the largest increases. Public Safety costs increased \$3.5 million year-over-year. Increased over-time coupled with pay and benefit increases from newly approved Memoranda of Understanding (MOU) with all four Police and Fire bargaining units lead to the increased expenses.

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The majority of these expenses occurred in Fire, with \$2.0 million in additional salary and benefit related costs in FY 2019-20. There were also one-time expenses related to the purchase of a fire engine (\$684,000), capital costs (\$162,000) for repairs to the City's three aging fire stations and \$317,000 in vehicle repairs and maintenance on the City's aging Fire fleet (response and non-response vehicles and equipment).

There were also additional expenses and liabilities related to long-term debt. During FY 2019-20, the City issued sales tax revenue bonds to fund the "Paving the Way" road repair and rehabilitation project (\$24.945 million), as well as Pension Obligation Bonds (POBs) to eliminate the City's unfunded liability related to the defined benefit pension plan with PERS (\$153.424 million). The additional debt service – while not paid for by the General Fund – is recognized in the Governmental Activities "bucket" (with a portion of the POBs recognized in the Business-Type Activities category).

Business-Type Activities

The City's Transit operation (Montebello Bus Lines) is the largest component of the Business-type Activities group. In addition, there are the Golf Course, Hilton Garden Inn and Home2Suites operations.

The Golf Course saw a reduction in expenses of almost \$400,000 in FY 2019-20 when compared to the prior fiscal year. While the Golf Course was closed for several weeks in the spring due to coronavirus related restrictions, improved operations from the new management firm directly lead to increases in revenue and reductions in expenditures. The operating loss for FY 2019-20 was \$326,000, an improvement over FY 2018-19's operating loss of \$480,000. This is a positive trend that can be seen carrying over even more strongly into the first half of FY 2020-21. Initial revenue projections for FY 2020-21 are very positive, as the new course operator charges all players proper green fees and revenue collection at the golf course is improved through reduction of cash handling.

The Hilton Garden Inn continues to perform well, with an operating surplus of \$140,000 in FY 2019-20. This surplus is impressive given the fact that the hotel was closed for the final four months of FY 2019-20 (and through the first quarter of FY 2020-21). The Home2Suites had an operating surplus of \$2.714 million, an increase of almost \$800,000 over the prior year. This is an impressive feat given the low occupancies during the final quarter-plus of FY 2019-20 due to the negative impact of the pandemic on the entire tourist and travel business in California.

The City's hotels continue to operate in the positive, holding more than enough funds necessary to pay ongoing debt service as well as funding day-to-day operating expenses. The Hilton Garden Inn had a net position of \$939,000 as of June 30, 2020. The Home2Suites' net position was negative \$4.373 million, solely due to the larger amount of debt outstanding and larger debt service payments (vs. the Hilton Garden Inn). The ending operating surpluses of both hotels is the primary focus, as that

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number clearly indicates the continued solid revenue stream exceeding all expenditures (operating plus debt service), even under less than ideal operating conditions.

Governmental Activities

General Fund revenues and expenditures also saw variances when compared to FY 2018-19. Overall, General Fund revenue was \$3.090 million less in FY 2019-20 versus the prior fiscal year. The three largest drops in revenue were Sales Tax, Licenses and Permits and Charges for Services, representing a total reduction of \$3.249 million vs. FY 2018-19 (an increase to Intergovernmental Revenue offset total losses by \$383,000). The primary reason for the reductions in these areas was the pandemic – business closures and other restrictions from March through June, 2020 reduced opportunities for revenue generating activities in all these categories.

For example, the temporary closure of retail and restaurant businesses in an effort to “flatten the curve” in Spring, 2020 severely curtailed sales tax generation. The ongoing restrictions have continued to dampen economic activity generally in most sales tax producing areas. These same State and County health orders also reduced income received from community services (e.g., day camps, classes, sports leagues, etc.) activities. While there was a slight, temporary reduction in building and planning related activity, this area appears to have rebounded to pre-COVID19 levels. The largest contributor to the year-over-year drop in License and Permit revenue is from cannabis permits. There was significant one-time cannabis retail revenue in FY 2018-19 from start-up activities of new businesses. This same level of one-time permit revenue was not present in FY 2019-20. However, FY 2020-21 is showing operating (i.e., on-going) revenue now that there are some established cannabis businesses.

General Fund expenditures were up \$5.373 million over FY 2018-19. As described above, \$3.362 million of this increase is from Public Safety. With the majority of that coming from increased salary, capital and equipment expenses in Fire. There were an additional \$1.507 million in capital expenditures (non-Public Safety) as well. The immense amount of deferred maintenance on all City facilities (e.g., City Hall, Police Headquarters, three Fire Stations, and various community centers) required increased capital expenditures in FY 2019-20 at levels not seen in prior fiscal years.

The use of excess bond reserves (Series 2009A) funded repairs and maintenance at City Hall and Police Headquarters. Projects such as replacing the roof and HVAC at City Hall, finishing Taylor Ranch Park, and upgrading office space at City Hall were all funded with the Series 2009A proceeds. The revenue from these bond proceeds was recognized in FY 2016-17, adding to the General Fund reserves during that fiscal year. Expenses did not occur until FY 2019-20, drawing on the proceeds previously deposited and recognized as General Fund reserves. Hence, capital expenditures in FY 2019-20 outpaced revenues, since the revenue was recognized three years prior.

Total General Fund reserves as of June 30, 2020 were \$9.448 million, slightly less than the ten year average of \$10.973 million. As described above, the draw on reserves was due to reductions to revenue caused primarily from pandemic related economic impacts. The reduction in revenue was combined with increased capital expenditures related to deferred maintenance on City facilities and an increase in Public Safety spending. Total expenditures were \$7.479 million more in FY 2019-20 vs. FY 2018-19, combined with revenue coming in \$3.090 million less. Non-operating transfers (i.e., revenue) were also less, due to two, one-time items recorded in FY 2018-19, which contributed \$2.342 million more in non-operating revenue compared to FY 2019-20: closing out the Corporate Shop Internal Service Fund (\$1.4 million) and reducing the Gas Tax Fund transfer (\$1.439 million) to provide additional funding for street and road projects.

Economic Overview and Credit Rating

The City's underlying credit rating is "A+" (as provided by Standard and Poor), which represents an improvement of one-step (from "A") in a period of five months. The "A" rating was provided in December 2019 as part of debt issuance for the "Paving the Way Project" (Sales Tax Revenue Bonds) and refinancing of Lease Revenue Bonds of the Montebello Hilton Garden Inn (Series 2019A). The upgraded "A+" rating was awarded with the issuance of the Pension Obligation Bonds in May, 2020.

The increase to the City's credit rating is a testament to recent improvements to the City's management – organizationally and fiscally – and the recognition of these improvements by the bond market and third-party, independent credit agencies. It should be noted that the "A+" upgraded rating was awarded during the extremely uncertain economic conditions surrounding the early days of the coronavirus pandemic. Continued improvement of financial management will put the City on even stronger fiscal footing, with the possibility of improved credit ratings (and cheaper borrowing costs) in the near future.

Indeed, the last half of Fiscal Year 2019-20 was dominated by the global coronavirus pandemic and the various economic and social responses to it. Responses to the pandemic varied by country, region, state and even locality. In the United States, the Business Cycle Dating Committee of the National Bureau of Economic Research (NBER) declared the start of a recession in February, 2020, marking the beginning of the current "COVID-19 recession."

Real Gross Domestic Product (GDP) decreased in all fifty states during the second quarter of 2020. California saw a 31.5% drop, according to the Federal Bureau of Economic Analysis. The decline in second quarter GDP reflected the response to COVID-19, as "stay-at-home" orders issued in March and April were partially lifted in some areas of the country in May and June, and government pandemic assistance payments were distributed to households and businesses. This led to rapid shifts in

activity, as businesses and schools continued remote work and consumers and businesses canceled, restricted, or redirected their spending.

Other economic indicators such as personal consumption expenditures, residential investment, and exports and imports were all negative nationally in the second quarter of 2020. Consumer spending contracted by 34.1%, with hotels, restaurants and airlines hit particularly hard. Jobless claims hit a peak of more than 6.0 million in the first week of April. This compares with new claims of less than 200,000 per week before the pandemic, a 50 year low.

Regardless of how economic activity is measured – Gross Domestic Product, unemployment, housing starts, manufacturing activity – one thing has remained constant through FY 2019-20 and beyond: the global pandemic has impacted every aspect of our lives in myriad ways. The varied and numerous State and County “shelter in place” and “safer at home” orders placed a severe damper on local and regional economic activity. With most businesses closed in an effort to “flatten the curve,” local economic activity in Montebello ground nearly to a halt.

The results described above relating to reduced sales tax, charges for services and other revenue are testament to the economic impact the coronavirus has had on the local economy. Staff continues to monitor larger economic trends, and their impact on Montebello's economy, in an effort to provide updated and accurate revenue projections.

The Economy: Looking Forward

The improving economy, even given the uncertainty brought about by a second surge of COVID-19 cases in winter 2020, will help Montebello in the near-term. Sales tax projections for FY 2020-21 are more positive than first anticipated in Spring, 2020. The City continues to provide necessary services to residents and has not reduced or curtailed any front-line services nor have there been any staffing reductions (i.e., layoffs) due to the pandemic's negative impacts on the economy.

Management will continue to monitor the impacts which the pandemic will have on the local and regional economy and will adjust budgets and revenue and expenditure forecasts as needed. Montebello is well positioned to weather the current economic storm, having recently improved organizational efficiencies, refinanced outstanding debt, reduced unfunded pension liabilities, made investments in infrastructure such as streets and roads, implemented reserve policies, updated investment policies and accomplished myriad other projects aimed at improving the City's financial standing.

Summary

The June 30, 2020 CAFR presents a broad range of financial information aimed at providing readers an in-depth picture of Montebello's fiscal standing. The auditors have worked closely with Staff to test and sample transactions, internal policies and financial

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statements in order to render their “un-qualified” opinion. Management will continue reviewing policies and procedures in order to make improvements where needed. Finance staff will continue to provide regular budget updates to the City Council. It is anticipated that the City will be awarded recognition by GFOA for its June 30, 2020 CAFR.

FISCAL IMPACT

This action of receiving and filing the CAFR for the period ending June 30, 2020 does not have a fiscal impact.

ATTACHMENTS

- A. Attachment A - Transmittal Letter
- B. Attachment B - Management Discussion and Analysis (MD&A)



January 18, 2021

Honorable Mayor and Members of the City Council:

The Comprehensive Annual Financial Report (CAFR) of the City of Montebello for the fiscal year ended June 30, 2020 – Montebello's 100th year of incorporation – is submitted as prepared by the City's Finance Department. The report is published to provide the City Council, community and other interested parties detailed financial and operational information about the City for the previous fiscal year. The financial statements are audited by a third-party accounting firm, providing assurance to the public that the City's financial reporting and associated operations meet or exceed generally accepted accounting and auditing standards.

The CAFR is presented in three sections: the **Introductory Section**, the **Financial Section**, and the **Statistical Section**. The *Introductory Section* contains a table of contents, this letter of transmittal, a list of elected officials, and citywide organizational chart. The *Financial Section* contains the independent auditors' (Vasquez & Company LLP) opinion letter, the Management Discussion and Analysis (MD&A) the general purpose financial statements, and the relevant supplemental financial statements and schedules for Fiscal Year 2019-20. The *Statistical Section* presents historical, financial, analytical, economic and demographic information, which may be useful for further analysis for providing a general demographic and non-financial overview of Montebello.

Responsibility for both the accuracy of the financial report and the completeness and fairness of the presentation rests with the City. To the best of our knowledge, the information presented is accurate in all material aspects and includes all disclosures necessary to enable the reader to gain an understanding of the City's financial activities.

The City prepared the CAFR using the financial reporting requirements outlined in the Governmental Accounting Standards Board (GASB) Statement No. 34. This statement requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors in the financial section of the CAFR.

The City requires that its financial statements be audited by an independent, accredited auditing firm on an annual basis. This requirement has been satisfied, and the auditor's opinion is included in the financial section of this report.

In addition, the City is required to undergo an annual single audit to conform to the provisions of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). This requirement has also been satisfied, with the single audit published separately as a stand-alone document.

THE FINANCIAL REPORTING ENTITY

This report includes activity of all funds of the City, with presentation in the CAFR being done on a major vs. other funds basis. The City of Montebello provides a full range of municipal services including police and fire protection, street maintenance, planning and development, parks and recreation services, financial planning, treasury management, information technology, human resources and general administration.

Montebello also operates several enterprise funds, which include a municipal golf course, a transportation system, water services in certain areas of the City, and two hotels (i.e., Hilton Garden Inn and Home2Suites). Enterprise funds are financed from user charges (e.g., green fees, room charges, bus fares, etc.) and revenue from other governmental agencies (e.g., Los Angeles County Metropolitan Transportation Authority funding for fixed transit lines), as applicable. It should be noted that the City is working to sell its water system, with the sale anticipated to be completed in Fiscal Year 2020-21. Subsequent financial reports and CAFRs will include updates once the sale is completed.

ACCOUNTING SYSTEM

The modified accrual basis of accounting is followed for governmental fund types and the accrual basis of accounting is followed for proprietary and fiduciary fund types. In reviewing and developing the City's accounting system, consideration is given to the adequacy of internal accounting controls. Internal accounting controls are designed to provide reasonable, but not absolute assurance regarding:

- The safeguarding of assets against losses from unauthorized use or disposition and the reliability of financial records for preparing financial statements and maintaining accountability for assets.
- The concept of reasonable assurance recognizes that the cost control procedures should not exceed the benefits likely to be derived and that the evaluation of costs and benefits require estimates and judgment by management.
- All internal control evaluations occur within the above framework.

As discussed more fully below, management has made a concerted effort to improve internal controls by updating the Municipal Code, creating and implementing new procedures (administration regulations), and generally ensuring internal policies and procedures are efficient while not sacrificing requisite safeguards against fraud, waste and abuse.

BUDGETARY CONTROL

In addition to internal accounting controls, the City also maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with the City's budget policy approved by the City Council. Appropriations of the General Fund, special revenue funds, debt service funds, and capital project funds are included in the annual approved budget. The City's adopted budget document includes detailed information about the approval process. A budget calendar, various budget schedules and related policies can be found in that document.

Budgetary control is maintained at a functional level by division within the department through the use of object level accounting as actual expenditures are compared to the appropriations. As purchase orders are approved, appropriations are encumbered. Encumbrances and expenditures, which would cause an overrun of appropriations, require an approved budget transfer, which is reviewed and approved by the Director of Finance, pursuant to the City's administrative policy, the Annual Budget

Resolution and the Municipal Code of the City. The annual capital projects are included in the City's amended budget as approved by City Council, with each improvement monitored on a project-by-project basis.

IMPROVEMENTS TO INTERNAL CONTROLS

The City responded positively and decisively to the 2018 State Auditors' report (published December, 2018). This report – developed by the State Auditors “High Risk Agency” group – provided numerous recommendations for improving different areas of management and internal controls. Besides focusing on management turnover, management of the City owned hotels, oversight of the municipal golf course, and other organizational areas, the audit report looked at ways in which purchasing and procurement could be improved.

Over the span of the last two years, the City has put into place numerous new procedures and policies directly aimed at responding to the audit recommendations. The City's municipal code chapters dealing with purchasing and procurement were updated in March 2019, and citywide purchasing training was conducted in June and December of 2019. Various new administrative policies were developed that addressed the areas of weakness identified by the State Auditor.

As required, management provided regular status reports to the City Council at regular meetings, which were then forwarded to the State Auditor. Staff has been in regular contact with State Auditor staff, providing updates on the City's progress in addressing the recommendations and findings. The latest update, provided in June 2020, cleared all remaining recommendations.

Management is now working with their third- party legislative advocate to engage the State Legislative committee that oversees the State Auditor to formally remove Montebello from the high risk agency category. The improvements made in organizational management and internal controls indicate that Montebello is making positive strides in ensuring future financial stability.

ADOPTION OF FORMAL RESERVE POLICIES

Besides improvements to internal controls – through the publication and operationalization of updated procedures – the City is demonstrating its commitment to fiscal sustainability by the adoption of formal General Fund reserve policies. The City's prior policies were lacking in a comprehensive and descriptive treatment of General Fund reserves. The City Council adopted updated reserve policies in June 2020, as part of the City's operating and capital budget.

Having such written policies in place indicates to third parties (i.e., credit rating agencies) that Montebello has a clear plan in place for how to manage General Fund reserves – spendable and non-spendable. Fully compliant with GASB 54, the policies establish distinct reserve categories for various uses:

- Economic Uncertainties
- Unfunded Liabilities
- Equipment/Technology Replacement and Upgrade
- Capital Improvement (Unfunded/Un-programmed)
- Deferred Maintenance
- Insurance – Risk Management
- Economic Sustainability

Each reserve category sets aside a specific amount – either a fixed dollar amount or an amount calculated based on a percentage of prior year operating revenues – for one of the uses mentioned above. The policy, per GASB 54, makes “commitments” or “assignments,” and describes the method by which each reserve can be utilized. Furthermore, the policy includes the method for replenishing the various reserve buckets, should they be used and fall below the pre-scribed amounts.

The reserve policy will be reviewed annually and provided to City Council as part of the budget development process. Changes and updates to the policy will be recommended by Staff as necessary.

GENERAL INFORMATION AND ECONOMIC OUTLOOK

The City of Montebello was incorporated on October 16, 1920 and is proudly celebrating its 100th year of incorporation – albeit while maintaining social distance during these unprecedented times. The City is a general law city and functions under the City Council-Manager form of government. The City is governed by a legislative body of five City Councilmembers elected at large and serving staggered, four-year terms, with the Mayor and Mayor Pro-Tem selected on a rotating basis by fellow Councilmembers. The City Clerk and City Treasurer are also elected to four- year terms. The City Manager and City Attorney are appointed by the City Council.

Montebello is located nine miles east of the Los Angeles Civic Center, with access to three freeways – the Santa Ana 5 Freeway to the south, the Pomona 60 Freeway to the north, and the San Gabriel River 605 Freeway to the east. The City has a population of approximately 64,000 living in an area of 8.2 square miles. The City is a balanced community with light industry, residential areas, and commercial centers.

The latter half of Fiscal Year 2019-20 was dominated by the coronavirus pandemic and the social and economic impacts related to the public response to containing the virus’ spread. Economies around the world were negatively impacted, with a recession in the United States officially beginning in February 2020. The detrimental impacts the pandemic had on the economy were felt in Montebello. Various State and County stay at home orders – implemented to “flatten the curve” and protect the public – negatively impacted sales tax generating retail operations throughout the City.

With sales tax comprising over one-quarter of General Fund revenue, the impacts of the coronavirus and the responses aimed at containing it took a toll on FY 2019-20 sales tax receipts. Actual sales tax was \$11.616 million, versus a budget of \$12.197 million. This drop of almost \$600,000 was solely due to the closure of retail stores, restaurants and other sales tax producing outlets. All areas of the City’s economy were negatively impacted, with revenue from internet sales coming as a share of County Pool sales tax revenue being the one bright spot: stay at home orders meant more online shopping, coupled with a larger share of this revenue accruing locally from the 2018 Supreme Court ruling in *Wayfair vs. South Dakota*.

The City is fortunate that residents overwhelmingly supported an additional ¾ cent transaction and use tax. Measure H was approved by over 60% of Montebello voters in the March 2020 special election. The revenue from this additional transaction and use tax began flowing to City coffers July 1, 2020. While Measure H revenue did not offset the FY 2019-20 coronavirus induced losses, it will assist tremendously in FY 2020-21 as impacts from the pandemic continue to negatively impact sales tax and other sources of revenue.

Other sources of revenue were severely impacted by the pandemic: recreation classes, daycamps, and related community services program revenue fell to zero as the City cancelled programs in order to abide by State and County regulations. License and permit revenue (i.e., planning, building, etc.) fared well, with the City doing its best to practice social distancing while still allowing for customers to conduct plan checks and request building permits and apply for or renew business licenses.

One area of General Fund revenue not negatively impacted by the coronavirus in FY 2019-20 was property tax. Property tax accounts for more than one-quarter of General Fund revenue. Due to the timing of property assessments – January 1 of each year – the virus and related responses did not impact FY 2019-20 or FY 2020-21 assessed values. There did appear to be some impact to single family home sales – as potential buyers waited out the initial phases of the virus and navigated stay at home orders. However, with generationally low interest rates, demand has kept up and appears to be only slightly off in calendar year 2020 when compared to 2019.

The FY 2019-20 net taxable assessed value of all property within the City is \$6.393 billion and represents a 5.61% increase over the prior year (\$6.053 billion). Increases in assessed value over the past four years have averaged 4.8%. The increase for FY 2020-21 is 5.01%, continuing the positive trend in property values. The median price of detached single family homes in 2019 is \$553,500, a 2.5% increase over the prior year.

On the expense side of the ledger, the City acted decisively to reduce its unfunded actuarial liability (UAL) from its retirement commitments with CalPERS. The City issued over \$153.4 million in Pension Obligation Bonds (POBs) in May 2020. This amount fully extinguished the UAL from the City's Miscellaneous and Safety defined benefit retirement programs (per the June 30, 2018 actuarial valuation report from PERS, published in July 2019). The debt service for the POBs will be paid using revenue from the City's voter approved property tax override assessment.

The level debt service of the POBs provides a predictable and stable expense – replacing a variable and unpredictable expense related to annual changes in UAL costs. Projections done by the City's financial advisor when determining the efficacy of issuing POBs demonstrated the real potential for future UAL expenses to outpace the growth in property tax override revenue. Any retirement related expenses above and beyond available property tax override revenue is borne directly by the General Fund, reducing resources available for public safety, street and park maintenance, and other important services.

Moreover, the City was able to receive an upgrade in its credit rating as part of the POB issuance process. The City's credit rating, as reported by S&P Credit Ratings, is "A+," up one notch from the "A" rating received in December 2019. This upgrade is an achievement, given the credit rating was given at a point when the full impacts of the pandemic were still being analyzed and uncertainty surrounding local economic impacts remained high. The credit rating upgrade is just another indication of how recent improvements to management and financial controls are manifested in concrete ways.

ACCOMPLISHMENTS AND ACHIEVEMENTS

Montebello has made tremendous strides in Fiscal Year 2019-20 to improve its financial standing and operations. In addition to the improvements to internal controls, responding to the State Auditor findings, adopting General Fund reserve policies, extinguishing existing unfunded liability, some of the many positive accomplishments this past year include:

- Issuing \$25 million in bonds backed by Metro Local Return Fund revenue for the citywide "Paving the Way" program
- Completion of a park and facilities needs assessment study
- Achieving agreement on labor contracts (Memorandum of Understanding) with all eight employee groups through December 2021
- Completion of significant facility repair and upgrade projects, eliminating years of deferred maintenance on key City facilities

- Awarding of an energy conservation project contract to provide energy savings through lighting, HVAC and roof repairs and upgrades
- Significant progress made on the Taylor Ranch Park project
- Implementation of on-line submittal and payment ability for the City's business license program
- Streamlining invoice approval and payment processes

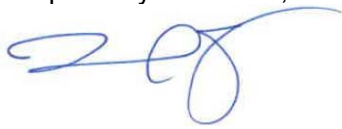
These and other improvements have helped set Montebello on the right path towards fiscal sustainability and operational stability. The following pages provide technical information related to the City's accounting system, budgetary control, cash and investments, etc. Greater detail is available in the MD&A, the various notes to the financial statements, required supplementary information (RSI) and statistical sections.

ACKNOWLEDGEMENTS

The preparation of the City's comprehensive annual financial report could not have been accomplished without the dedicated services of the entire Finance Department, as well as assistance from each of the operating departments. I want to specifically thank the lead Accountant in this endeavor, Van Dao for her commitment to ensuring the CAFR was completed accurately and on-time. The City's independent auditor – Vasquez & Company LLP – provided invaluable assistance and expert advice in completing the CAFR.

I also want to thank the City Council, the Executive Management Team and City staff for their interest and support of the financial operations of the City and helping ensure Montebello thrives financially and operationally.

Respectfully submitted,



Michael Solorza
Director of Finance

The following section represents Management's Discussion and Analysis (MD&A). It is intended to provide narrative overview and analysis on the City's financial performance for the fiscal year ended June 30, 2020. Readers are encouraged to consider the information presented here in conjunction with the accompanying letter of transmittal and financial statements.

Overview of the Financial Statements

The City's basic financial statements consist of three components: 1) Government-wide Financial Statements, 2) Fund Financial Statements, and 3) Notes to the Basic Financial Statements. The Statistical section at the end of this report provides supplementary information in addition to the basic financial statements. Government-wide Financial Statements are prepared using accrual accounting method to demonstrate the City's operational accountability, while the Fund Financial Statements are based on modified-accrual accounting method to demonstrate its budgetary accountability. Reconciliations of the Fund Financial Statements to the Government-wide Financial Statements are provided to explain to readers the differences created by this integrated approach.

Government-wide Financial Statements

The Government-wide Financial Statements provide a broad overview of the City's finances, in a manner similar to a private-sector business. The statements present information about the functions of the City principally supported by taxes and intergovernmental revenues (*governmental activities*). The governmental activities of the City include general government, public safety, public works, parks, recreation and culture, and housing and community development. Business-type activities of the City include water, golf course, transportation and hotel operations. These statements include all assets of the City as well as all liabilities (including long-term debt). Additionally, certain eliminations have occurred as prescribed by the statement in regards to inter-fund activity, payables, and receivables.

The Statement of Net Position and the Statement of Activities report information about the City as a whole and about its activities. These statements include all assets and liabilities of the City using the accrual basis of accounting, which is similar to the accounting used by most private sector companies. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements can be found immediately following this discussion and analysis.

Fund Financial Statements

The Fund Financial Statements include statements for three categories of activities – Governmental Funds, Proprietary Funds and Fiduciary Funds. The governmental activities are prepared using the current financial resources measurement focus and the modified accrual basis of accounting.

A Fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as Governmental Activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the Government-wide Financial Statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains various individual governmental funds. Information is presented separately in the Governmental Funds Balance Sheet, and in the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances, for the General Fund, the Retirement Special Revenue Fund, the Public Financing Authority Debt Service Fund, and the Housing Successor Special Revenue Fund, all of which are considered to be major funds. Data from other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these other governmental funds is provided in the form of combining statements elsewhere in this report. As a result of Assembly Bills 1X26 and 1484, Redevelopment Agency assets and liabilities are no longer a part of the governmental funds of the City and are now reported in the Fiduciary Fund section of the financial statements.

The City adopts an annual appropriated budget for its major funds. The basic financial statements include a budgetary comparison statement for the General Fund. The budgetary comparison statement has been provided to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found immediately following the government-wide financial statements.

Proprietary Funds. Proprietary funds are generally used to account for services for which the City charges external customers, or other units of the City. Proprietary funds provide the same type of information as shown in the government-wide statements, only in more detail. The City maintains the following two types of proprietary funds.

- **Enterprise funds** are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for the operations of water, golf course, transit system, Montebello Hilton and Home2suites Hotel.
- **Internal service funds** are used to report activities that provide internal services for the City. The City uses internal service funds to account for workers' compensation, liability, equipment and vehicle maintenance and replacement. Because internal service funds predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements. The internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements elsewhere in this report.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. The basic fiduciary fund financial statements can be found immediately following the basic proprietary fund financial statements and include the assets and liabilities of the Successor Agency Fiduciary Fund.

Notes to financial statements

The notes to financial statements provide additional information that is essential to a full understanding of the data provided in the Government-wide and Fund Financial Statements. The notes to the basic financial statements can be found immediately following the Required Supplementary Information.

Other information

The combining statements referred to earlier in connection with other governmental funds and internal service funds are presented for all other Special Revenue Funds, all other Debt Service Funds, all other Capital Projects Funds, and all Internal Service Funds. These combining fund statements and schedules of revenues, expenditures and changes in fund balance - budget and actual for individual funds can be found immediately following the notes to financial statements.

Note: The numbers shown on the MD&A are either expressed in multiples of one thousand or million dollars while percentages are rounded to the nearest tenth or whole number. Hence, there may be slight differences between numbers on the MD&A and the numbers on the Basic Financial Statements.

Financial Highlights

- At June 30, 2020, the City's total net position was approximately negative \$18.0 million dollars, an increase of \$14.7 million in the negative direction compared to the negative \$3.3 million in 2019. The City's unrestricted net position, at a negative \$180.0 million, increased by \$15.4 million dollars over Fiscal Year 2018-19.
- Total revenues from all sources were \$122.2 million while total expenses were \$136.9 million. Of the total revenues, program revenues totaled \$77.6 million while general revenues totaled \$44.6 million, net of transfers.
- The City's General Fund expenditures exceeded revenue and other financing sources by \$10.8 million in the Fiscal Year 2019-20. The General Fund unassigned fund balance was \$4.0 million at the end of the fiscal year, which was equivalent to approximately one month of the total General Fund expenditures for FY 2019-20.
- General Fund total revenues, including transfers in, for FY 2019-20 was \$2.9 million lower than budget. This is due to overall decrease in sales and property tax revenues and the lower than budgeted charges for services. The General Fund expenditures including transfers out were \$3.0 million over budget mainly due to lower than budgeted interfund charges.
- The City's Hilton Garden Inn ended the fiscal year with \$140 thousand in operating income before debt service.
- The new Home2Suites which opened in September 2018 ended the fiscal year with \$2.7 million in operating income before debt service and is outperforming expectations.

City of Montebello
Management's Discussion and Analysis
Year ended June 30, 2020

These Financial Highlights, as well as other points, are discussed in greater detail in the body of this discussion and analysis, and the Notes to the Financial Statements.

Government-wide Financial Analysis

The government-wide financial statements provide both long-term and short-term information about the City's overall financial position. This analysis addresses the financial statements of the City as a whole. The statement of net position includes all of the City's assets, deferred outflows of resources, liabilities and deferred inflows of resources. The City's net position is a useful measurement of its financial health. Net position can be tracked over time to assess whether the City's financial health is improving or deteriorating. However, readers will need to consider other nonfinancial factors, such as changes in the City's property tax base, the condition of the City's infrastructure, and the level of public safety services to assess the overall health of the City.

City of Montebello Statement of Net Position June 30 (in thousands)						
	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Assets:						
Current and other assets	\$ 93,240	\$ 71,257	\$ 26,505	\$ 31,846	\$ 119,744	\$ 103,103
Capital assets	81,157	72,779	107,452	111,240	188,609	184,019
Total assets	174,396	144,036	133,957	143,086	308,353	287,122
Deferred outflows of resources	125,438	14,779	45,095	6,095	170,532	20,874
Liabilities:						
Long-term liabilities	317,844	165,631	152,988	115,516	470,832	281,147
Other liabilities	14,372	11,671	7,746	15,099	22,118	26,770
Total liabilities	332,216	177,302	160,735	130,614	492,950	307,917
Deferred inflows of resources	2,657	2,356	1,284	997	3,941	3,353
Net Position:						
Net investment in capital assets	37,578	56,933	45,102	51,863	82,680	108,796
Restricted	40,673	36,228	12,617	16,261	53,290	52,489
Unrestricted	(113,290)	(114,004)	(40,686)	(50,555)	(153,975)	(164,559)
Total net position	\$ (35,039)	\$ (20,843)	\$ 17,033	\$ 17,569	\$ (18,005)	\$ (3,274)

As mentioned in the financial highlights, the City's total net position was negative \$18.0 million as of June 30, 2020, an increase of \$14.7 million compared to the negative \$3.3 million in FY 2018-19. Included in the City's net position is \$82.7 million net investment in capital assets (e.g. land, building, machinery and equipment, infrastructure, improvements other than buildings, and construction in progress); less any related debt used to acquire those assets that remain outstanding. Capital assets, net of accumulated depreciation, increased by \$4.6 million, primarily due to the completion of the new Home2Suites Hotel.

City of Montebello
Management's Discussion and Analysis
Year ended June 30, 2020

The City uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. Any remaining amount is restricted to spending agreements originated by law, contract, or other agreements with external parties. Capital assets are discussed in greater details under Capital Assets section of MD&A, and under Note 3 of the Financial Statements.

City of Montebello Statement of Activities Year ended June 30 (in thousands)						
	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Revenues						
Program revenues:						
Charges for services	\$ 13,030	\$ 15,044	\$ 20,939	\$ 23,531	\$ 33,968	\$ 38,575
Operating grants and contributions	11,106	9,955	29,238	27,205	40,344	37,160
Capital grants and contributions	-	-	3,275	4,803	3,275	4,803
General revenues:						
Sales taxes	12,818	14,032	-	-	12,818	14,032
Property taxes	18,662	18,386	-	-	18,662	18,386
Other taxes	9,632	9,354	-	-	9,632	9,354
Other revenues	2,327	2,271	-	-	2,327	2,271
Investment earnings	762	744	416	462	1,178	1,206
Total revenues	68,338	69,786	53,868	56,001	122,206	125,787
Expenses						
General government	15,829	15,966	-	-	15,829	15,966
Public safety	41,005	37,513	-	-	41,005	37,513
Public works	10,063	8,766	-	-	10,063	8,766
Parks, recreation and culture	5,382	4,299	-	-	5,382	4,299
Housing and community development	3,402	2,960	-	-	3,402	2,960
Transit	-	-	37,053	35,629	37,053	35,629
Golf course	-	-	2,378	2,700	2,378	2,700
Montebello Hilton	-	-	4,306	4,721	4,306	4,721
Water utility	-	-	2,359	2,294	2,359	2,294
Detention facility	-	-	-	-	-	-
Hotel2Suite	-	-	6,167	5,674	6,167	5,674
Interest on long-term debt	5,308	605	2,983	3,078	8,291	3,683
Unallocated infrastructure depreciation	701	701	-	-	701	701
Total expenses	81,690	70,810	55,247	54,096	136,937	124,906
Change in net position before transfers	(13,353)	(1,024)	(1,379)	1,905	(14,731)	881
Transfers	(843)	(529)	843	529	-	-
Change in net position after transfers	(14,196)	(1,553)	(536)	2,434	(14,731)	881
Net position - beginning of year	(20,843)	(19,290)	17,569	15,134	(3,274)	(4,156)
Net position - end of year	\$ (35,039)	\$ (20,843)	\$ 17,033	\$ 17,569	\$ (18,005)	\$ (3,274)

The key elements impacting the City's net position for the fiscal year ended June 30, 2020 are as follows:

- Governmental Activities total expenses before transfers exceeded total revenues by \$13.4 million, compared to \$1.0 million in the prior year.

Business-type activities total expenses before transfers exceeded total revenues by \$1.4 million while total revenues had exceeded expenses by \$1.9 million in the prior year.

- Total Citywide revenues before transfers were \$122.2 million, a decrease of approximately \$3.6 million (3%) compared to the preceding fiscal year, while total Citywide expenses before transfers increased by \$12.0 million (10%) from \$124.9 million in 2019 to \$136.9 million in 2020.
- Revenues are classified into program and general revenues. Program revenues of approximately \$77.6 million, which are used to offset program expenses under each functional activity, made up 63.5% of total citywide revenues for the current fiscal year. General revenues of approximately \$44.6 million, which are used to offset the additional expenses net of program revenues, made up the remaining 36.5% of total revenues.

The overall decrease of 3% in total revenues for the City was mainly due to decrease in revenues generated from Hilton and Home2Suites during the fiscal year. The primary reason for the decrease can be attributed to the negative impact on occupancy rates due to the coronavirus in the second quarter (April – June 2020).

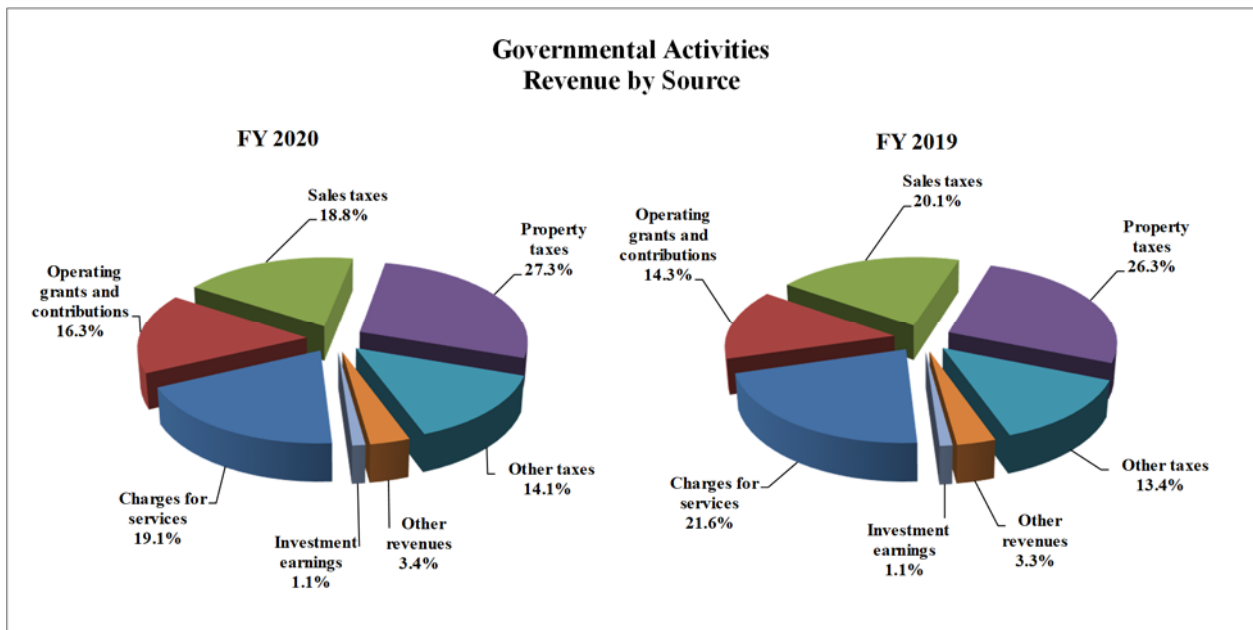
- The largest City-wide revenues came from four sources: charges for services (e.g. business license fees, building permits, hotel charges and bus fares) at \$34 million (27.8%), operating grants and contributions (e.g. various grants from the Transportation Development Act (TDA), allocations of funds derived from Local Return Funds Propositions A, C, Measure R, and Measure M, as well as funds contributed from the Justice Department and US Treasury) at \$40.3 million (33%), property taxes at \$18.7 million (15%), and sales taxes at \$12.8 million (10.5%). Property taxes include the property taxes derived from the 1946 voter approved initiative to provide restricted revenue to pay for the retirement benefit costs of City employees.
- Revenue from charges for services decreased by \$4.6 million (11.9%), property tax increased by \$276 thousand (1.5%) and sales taxes decreased by \$1.2 million (8.7%). Operating grants and contributions increased by \$3.2 million (8.6%).
- The total citywide expenses increased by \$12.0 million, mainly due to rising pension costs and higher interest on Long-term debt.
- The cost of serving residents for the year includes: \$41 million for public safety, \$37 million for transit, \$15.8 million for general government, \$10.1 million for public works, and \$17.8 million for other services such as recreation and community development, the golf course, water utility fund, and two hotels.

Governmental Activities

- As reflected in the Statement of Activities schedule above, Governmental activities decreased the City's net position by \$14.2 million. Key factors of this change in governmental activities include the following based on the government-wide statement of activities.

Revenues:

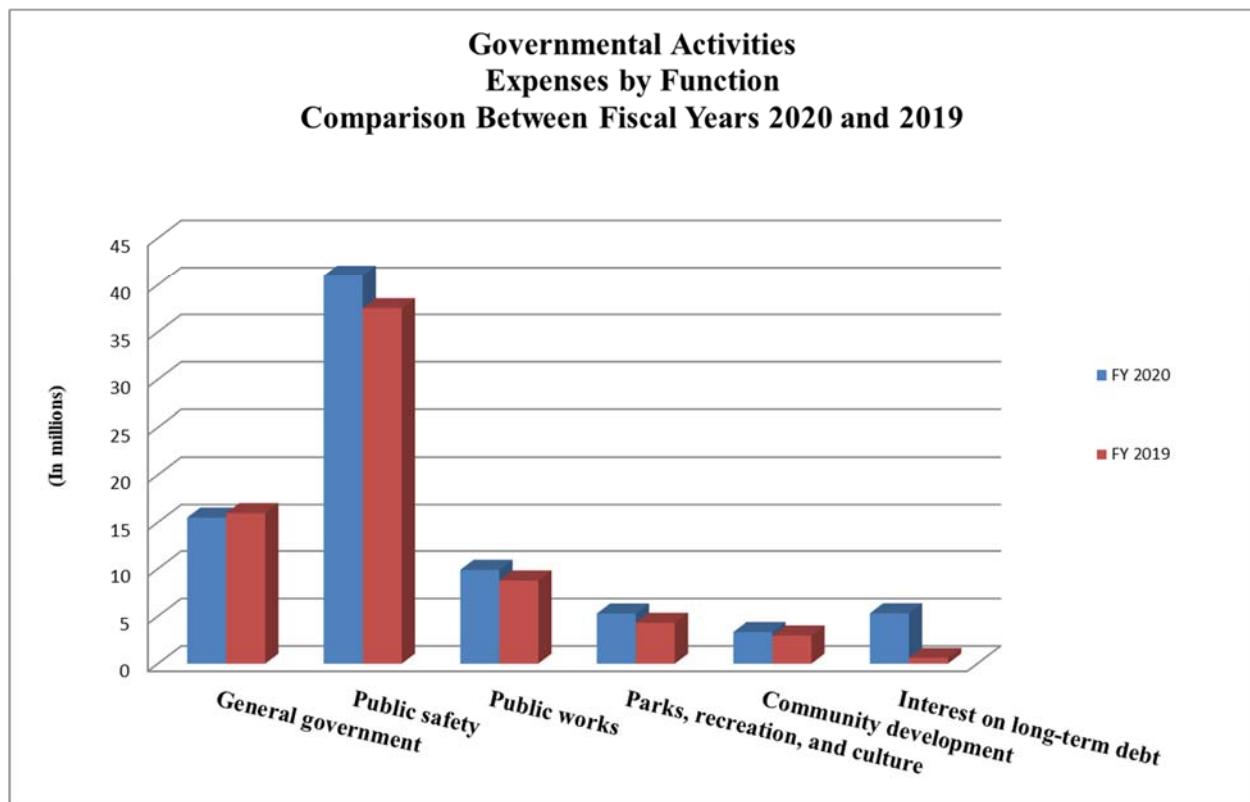
- Total governmental activities revenues decreased by \$1.4 million (2.1%). This is mainly due to decrease in sales tax revenues and charges for services.
- Property tax revenues were the largest portion of total governmental activities revenues (27.3%). This includes the 1946 voter-approved retirement portion of property tax. Property tax revenues increased by \$276 thousand (1.5%) from 2019, primarily due to the increase in annual assessed valuations.
- Charges for services were the second largest revenue source (19%) for governmental activities. Charges for services in governmental funds include: licenses and permits, fines and forfeitures, waste collection, etc. Compared to prior fiscal year, this program revenue decreased by approximately \$2 million (13.4%) primarily a result of the one-time Commercial Cannabis application revenue reported in 2019 as well as negative impacts to fines and forfeitures and parks and recreation program revenue due to the coronavirus pandemic.
- Sales taxes were the third largest source of revenue for governmental activities (18.8%). Sales taxes decreased by \$1.2 million (8.6%) compared to 2019.



Expenses:

The cost of providing all governmental activities in 2020 was \$81.7 million before applying program revenues of \$24.1 million, an increase of approximately \$10.9 million (15.4%) from 2019. The overall increase in expenses was due to a number of reasons: increased salary and benefit costs for Fire and Police employees from updated labor contracts, additional interest costs related to newly issued bonds, increased spending on facility and infrastructure maintenance (i.e., Public Works and Parks and Recreation), and other related expenses.

The remaining \$57.6 million of governmental activities expenses is considered "public benefit" portion which was funded by general revenues primarily derived from taxes.

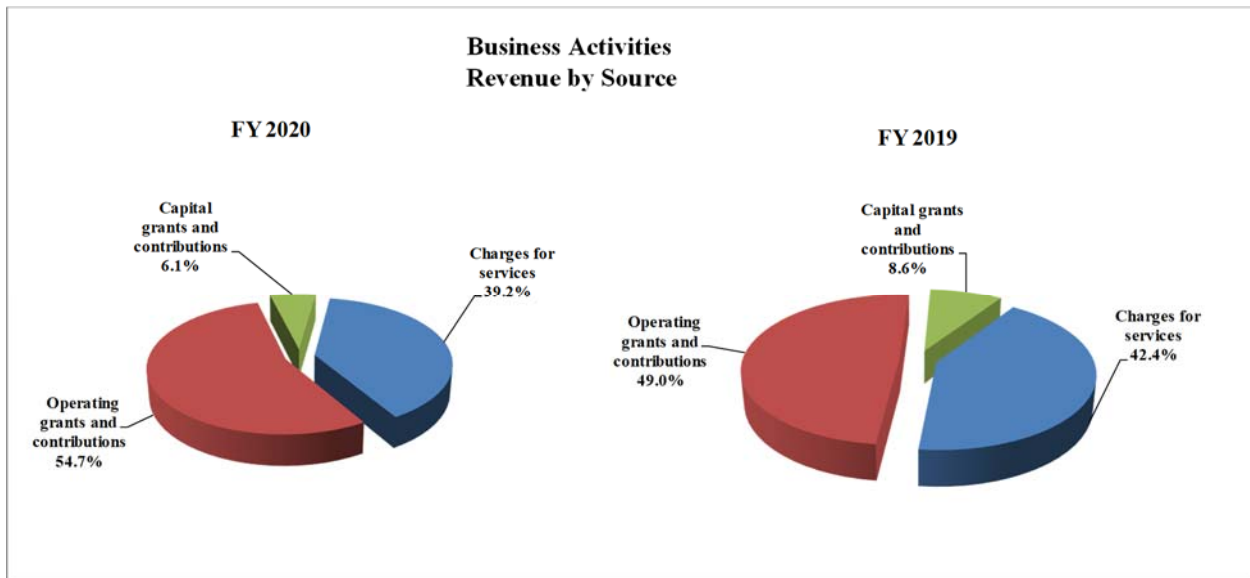


Business-type Activities

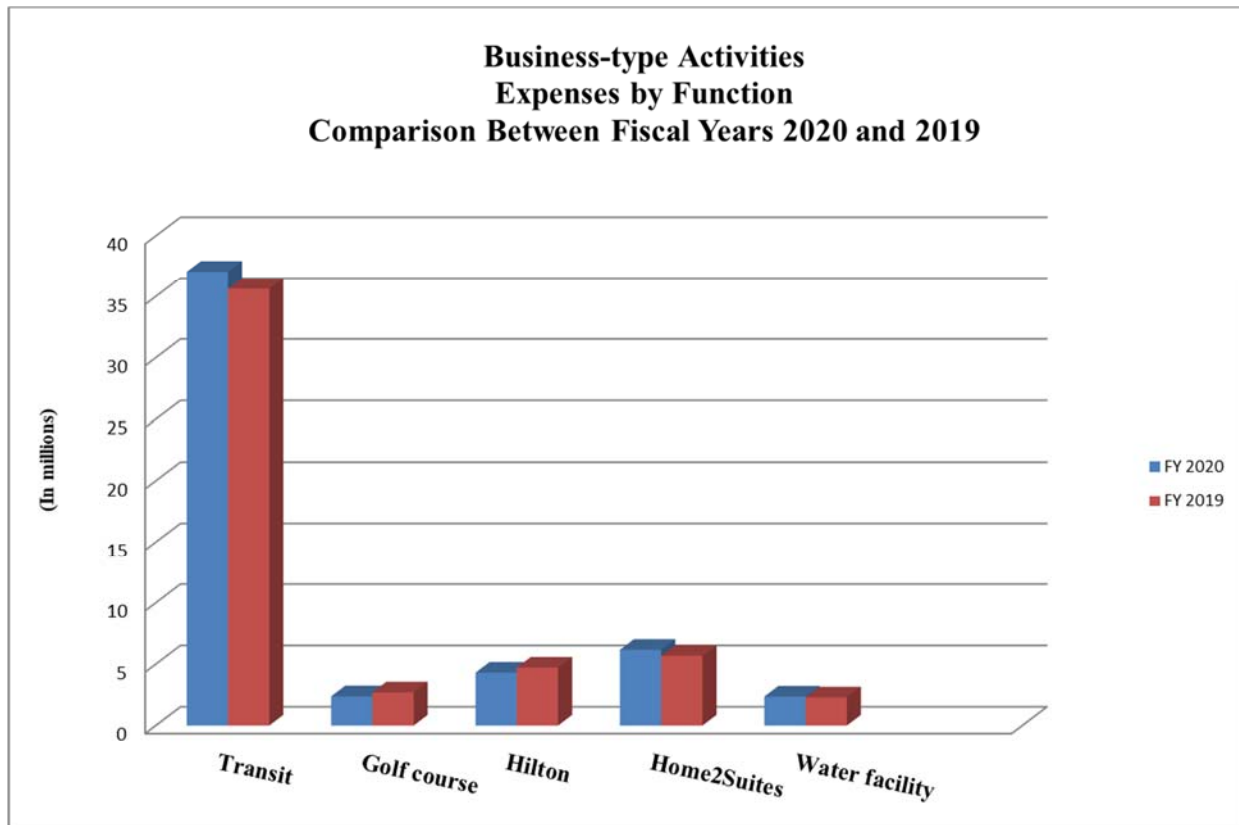
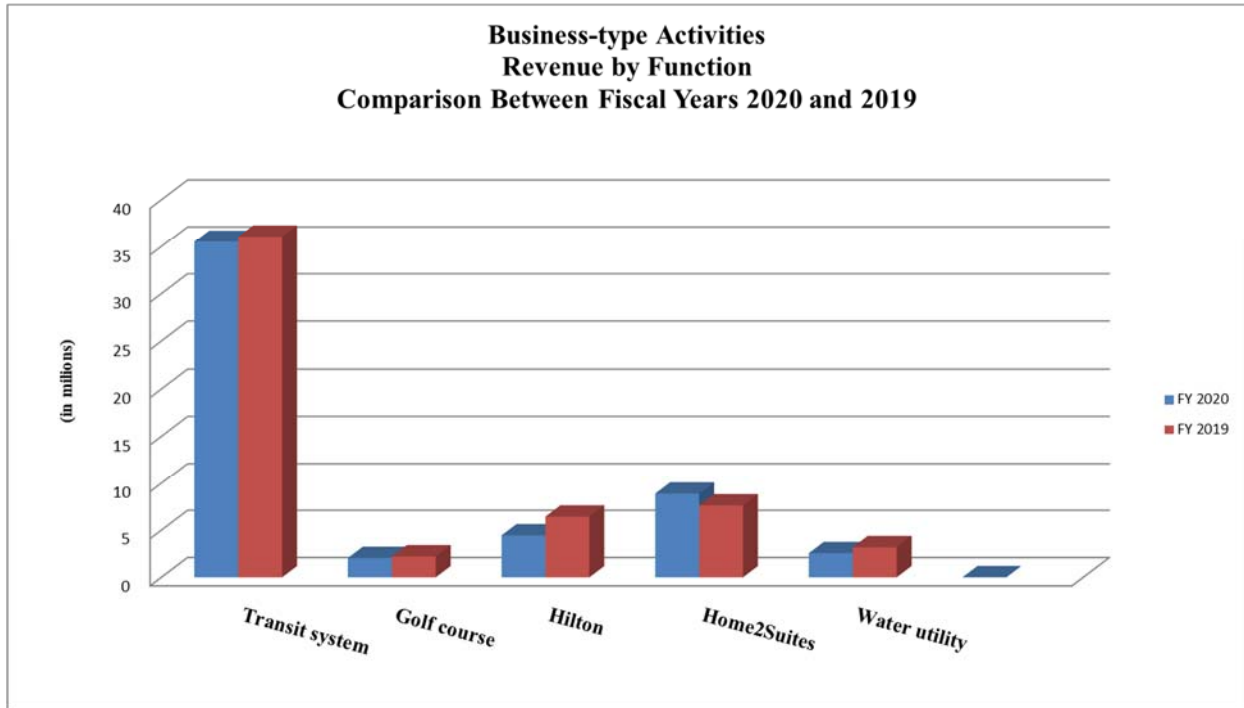
The City operates the following business-type activities: Transit System, Golf Course, Montebello Hilton Hotel, Home2Suites Hotel, and Water Utility. In 2019, the Detention fund was transferred from Business-type activities to Governmental activities and is now recorded as a function of the Police Department in the General Fund portion of the budget. The City's Transit System is the largest business-type operation, followed by the Montebello Hilton Hotel, Home2Suites Hotel and the Golf Course.

Business-type activities decreased the City's net position before transfers by \$1.4 million, a decrease of \$3.3 million as compared to the prior year, primarily a result of a decrease in overall revenues and an increase in operating expenses.

Total revenues for business-type activities were \$53.9 million, compared to \$56 million in the previous fiscal year, constituting a 3.8% decrease. The overall decrease is primarily a result of the lower revenues generated from the hotel operations, which is a direct result of the coronavirus pandemic and its impact on hotel occupancy rates.



Approximately 39% of revenue came from Charges for Services, which was generated from bus fares, special contracts, revenue from hotel room fees and golf course green fees, while the remaining 61% comes from State and Federal subsidies.



- The Transit System reported operating revenues of \$3 million, \$1.1 million (26.8%) lower than in 2019 due to lower ridership. This lower ridership can be directly attributed to the coronavirus pandemic and the suspension of bus operations as part of State orders aimed at reducing the spread of COVID-19. Non-operating revenues and capital grants received in 2020 and 2019 were \$32 million. Operating expenses in 2020 were \$37 million; approximately \$1.4 million higher than in 2019. Net position decreased by \$1.4 million in 2020 compared to an increase in net position of \$0.5 million in 2019.
- The City's Golf Course generated slightly lower in revenues for FY 2019-20 compared to the prior year due to the closure required by State and County health orders aimed at slowing the spread of the coronavirus. Operating expenses decreased by \$300 thousand for the year primarily due to lower labor costs and a decrease in utilities by using recycled water. As a result, the Golf fund ended the fiscal year with a net loss before transfers in of \$430 thousand, a \$168 thousand improvement over the prior year, lowering the subsidy needed from General fund.
- The Montebello Hilton (Hilton Garden Inn) reflected operating net income before debt service of \$140 thousand for FY 2019-20, a 92% decrease compared to last year. This decrease is directly attributable to the negative impact the coronavirus had on occupancy rates. Operating revenues decreased by \$2 million (31%), a combination of reduced operations in line with lower occupancy rates and the opening of the newer Home2Suites taking some of the market share, while operating expenses decreased by 9%.
- The Montebello Home2Suites reflected operating net income before debt service of \$2.7 million. It had a net income of approximately \$462 thousand after bond interest expense paid related to its construction.

Governmental Funds Financial Analysis (Reporting the City's most Significant Funds)

Governmental Funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information may be useful in assessing the City's financing requirements, in particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported total combined ending fund balances of \$70.0 million, an increase of \$18.8 million (37%) as compared with the prior fiscal year. All governmental fund balances are non-spendable, restricted, committed, assigned, or unassigned pursuant to GASB 54.

Non-spendable indicates they are fund balances tied to inventories, prepaid expenses and property held for sale. The *restricted* fund balance category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. These restrictions of fund balance are to indicate that portions of fund balance are not available for new spending, because they have already been committed to: 1) finance Special Revenue Fund expenditures, 2) pay debt service, or 3) finance ongoing capital projects. Amounts in the committed fund balance are constrained for specific purposes that are internally imposed by the government through formal written action of the City Council. Amounts in the *assigned* fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed. The City has no committed and assigned fund balances. *Unassigned* fund balance is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications.

City of Montebello
Management's Discussion and Analysis
Year ended June 30, 2020

It should be noted that comprehensive reserve policies were adopted by the City Council as part of the Fiscal Year 2020-21 budget adoption process. These reserve policies created commitments and assignments in line with GASB 54. These new reserve categories will be operationalized in FY 2020-21 and the classifications will be described in the financial statements for June 30, 2021.

City of Montebello
General Fund
Year ended June 30
(in thousands)

	2020	2019	Change	
			Amount	%
Operating revenues	\$ 41,918	\$ 45,009	\$ (3,091)	-7%
Operating expenditures	57,149	49,670	7,479	15%
Excess of revenues over (under) expenditures	(15,231)	(4,661)	(10,570)	227%
Net operating transfers	3,659	5,980	(2,321)	-39%
Proceeds from capital lease	815	1,548	(733)	100%
Deficit / (Surplus)	(10,757)	2,866	(13,624)	-475%
Beginning fund balance	20,204	17,338	2,866	17%
Ending fund balance	\$ 9,448	\$ 20,204	\$ (10,757)	-53%

General Fund is the City's main operating fund. It is used to account for revenues and expenditures necessary to perform basic government functions that are not accounted for through other special revenue and grant funds.

In Fiscal Year 2020, the General Fund ended the year with a deficit of \$10.8 million compared to a surplus of \$2.9 million in fiscal year 2019.

	City of Montebello General Fund Year ended June 30 (in thousands)				Variance with Final Budget Positive (Negative)		Variance with Prior Year
	Budgeted Amounts						
	Original	Final	2020 Actual			2019 Actual	
Revenues							
Sales taxes	\$ 13,147	\$ 13,147	\$ 12,818	\$	(329)	\$ 14,032	\$ (1,214)
Property taxes	5,968	5,968	5,802		(166)	5,676	126
Other taxes	658	658	533		(125)	614	(81)
Franchise taxes	2,315	2,315	2,200		(115)	2,224	(24)
Licenses and permits	5,138	5,138	4,790		(348)	6,220	(1,430)
Fines and forfeitures	2,024	2,024	2,186		162	2,166	20
Investment income	180	180	137		(43)	162	(25)
Intergovernmental	6,784	6,784	6,910		126	6,527	383
Charges for services	6,915	6,915	6,053		(863)	6,658	(605)
Other revenue	223	223	489		267	729	(240)
Total revenues	\$ 43,352	\$ 43,352	\$ 41,918	\$	(1,434)	\$ 45,008	\$ (3,090)

The key factors affecting the fund balance of the General Fund's for FY 2019-20 are as follows:

- General Fund revenues decreased by \$3.1 million (7%) which is primarily due to the overall decrease in sales tax and licenses and permits. The drop in sales tax is attributed to the decrease in retail economic activity due to mandated coronavirus closures of department stores, restaurants, bars, and other sales tax generating operations. Sales tax revenue in the final fiscal quarter of FY 2019-20 (April – June) was reduced significantly when State and County “shelter in place” and related orders took effect. The reduction in licenses and permits is from the one-time receipt of cannabis operation revenues in FY 2018-19, which were not received in FY 2019-20.
- General Fund expenditures, excluding interfund charges, increased by \$6.5 million (13%). This is mainly caused by an increase in retirement costs and vehicle purchases. Of the total general fund expenses, Public Safety accounted for 57.5%, Public Works was 13% and General Government was 11%.

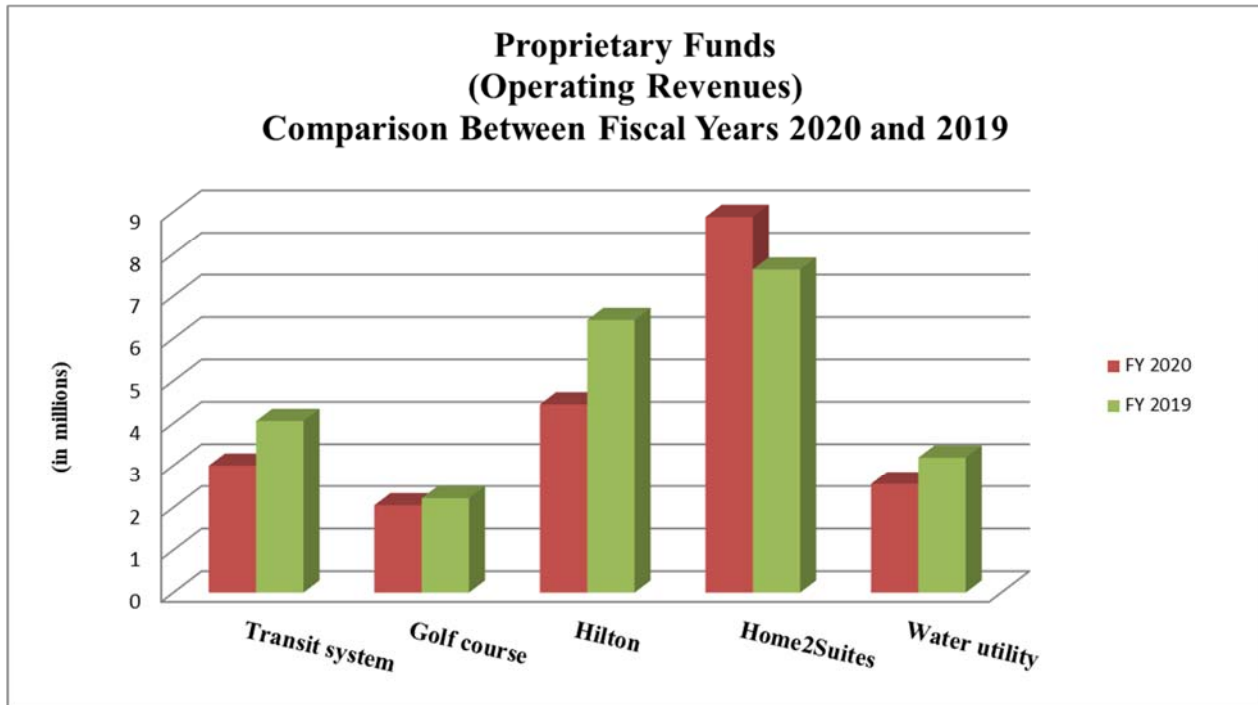
Retirement Fund is reserved for the payment of retirement expenses (both Normal Cost and Unfunded Accrued Liability) for all employees of the City. The Retirement Fund is financed by the retirement portion of the property tax revenue pursuant to a 1946 voter approved initiative to provide for the retirement benefit costs of City employees. The City's Retirement Fund increased its net position by \$1.9 million in Fiscal Year 2019-20 to \$13.7 million. The total net pension liability excluding the Transit fund was \$111 million as of the end of FY 2019-20. The City issued \$153.4 million in Pension Obligation Bonds (POBs) in May 2020, the proceeds of which were used to completely extinguish the unfunded accrued liability (UAL) per the 2018 actuarial valuation from PERS.

Public Financing Authority Debt Service Fund is used to account for the accumulation of resources required for the payment of interest and principal on all revenue bonds issued by the Public Financing Authority. During the year ended June 30, 2020, the net position increased slightly.

Self-Insurance Fund is the City's Internal Service Fund which is used to set aside funding to cover workers' compensation, liability claims, and potential future claims. The Self Insurance fund ended the year with deficit net position of \$13.4 million compared to a deficit net position of \$13.7 million in the prior fiscal year. The decrease in deficit of \$256 thousand was primarily a result of stable costs of claims and an improved risk management program.

Proprietary Funds

The City's proprietary funds account for the City's business-type activities.



Transit:

The Transit System incurred an operating loss of \$34 million compared to \$31.6 million in the prior fiscal year, an increase in loss of approximately \$2.5 million (7.8%).

Operating revenues include bus fares and special contracts which totaled \$3 million, which was \$1 million lower than the prior year total of \$4.1 million, primarily due to lower ridership. The lower ridership was due to suspending of bus operations in an effort to abide by State and County orders aimed at minimizing the spread of COVID-19. Operating expenses for Transit amounted to \$37.1 million in 2020, an increase of \$1.4 million from \$35.6 million in 2019. Operating expenses included \$5.5 million in depreciation expense reported as required by accounting standards.

The operating loss was offset by approximately \$27.6 million in operating subsidies from the Los Angeles County Metropolitan Transportation Authority (LACMTA), a \$1.7 million of one-time Federal operating grant and capital contributions of \$3.3 million. Total subsidies from various sources was approximately \$2.1 million higher than the prior fiscal year, resulting in a net loss of \$1.4 million, compared to an \$0.5 million net income in the prior year.

Golf:

The Municipal Golf Course incurred an operating loss of \$300 thousand, which was \$200 thousand less than the prior year. Its operating revenues for the FY 2019-20 were \$2.1 million and operating expenses were \$2.4 million. Operating revenues were 4% lower than in the prior year, due to the impact of the pandemic (the golf course was closed for several weeks in the spring). Total operating expenses which included \$300 thousand of depreciation expense, decreased by \$300 thousand (13%), primarily due to lower labor costs and utility cost-savings due to favorable weather and a newly installed recycled water system. As a result, the subsidy needed from the General Fund was lowered.

Hilton:

The Montebello Hilton (Hilton Garden Inn) reflected operating revenues of \$4.4 million, \$2 million (31%) lower than the prior fiscal year. This is primarily due to the negative impact the coronavirus pandemic had on occupancy rates. In addition the Hilton Garden Inn was closed for several months as part of a planned and required complete renovation. Operating expenses decreased by 9% due to lower administrative expenses directly related to lower occupancy.

Home2Suites:

Home2Suites generated approximately \$8.9 million in revenues and incurred \$6.2 million in operating expenses. As a result, the hotel had a net operating income of \$2.7 million dollars in its first full year of operations. It has a net income of approximately \$500 thousand after bond interest expense paid related to its construction.

Capital Asset and Debt Administration

Capital Assets

The City's capital assets for its governmental and business-type activities as of June 30, 2020 amounted to \$188.6 million, net of accumulated depreciation. Capital assets include land, buildings, improvements, machinery and equipment, park facilities, roads, highways, and bridges. The City's capital assets net of accumulated depreciation slightly increased by 2% over the prior year primarily due to ongoing construction projects.

City of Montebello
Summary of Capital Assets, Net of Depreciation
As of June 30
(in thousands)

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Land	\$ 1,945	\$ 2,054	\$ 6,307	\$ 6,307	\$ 8,252	\$ 8,360
Rights-of-way	14,392	14,392	-	-	14,392	14,392
Construction in progress	11,517	1,928	3,118	6,309	14,635	8,236
Buildings and improvements	31,209	31,336	76,572	77,212	107,782	108,548
Machinery and equipment	8,723	8,999	21,456	21,413	30,179	30,412
Infrastructure	13,370	14,071	-	-	13,370	14,071
	<u>\$ 81,157</u>	<u>\$ 72,779</u>	<u>\$ 107,452</u>	<u>\$ 111,240</u>	<u>\$ 188,609</u>	<u>\$ 184,019</u>

The capital asset classes include:

- Sewer system, including sewer pipes, pumping stations, manholes, and laterals;
- Storm drain system, including storm drain pipes, flood control channels, and catch basins;
- Streets, including pavement, curb and gutter, sidewalks, medians, greenways, block walls and traffic signals;
- Buildings, including building remodels, building lighting systems, building equipment, and building roofs; and
- Parks, including associated structures and infrastructure assets.

Major capital asset transactions during the current fiscal year included the following:

- Building and Improvements are the largest categories of capital assets of the City, making up 57% of the total capital assets. Other major capital improvement projects completed during the fiscal year included: Maple Avenue Street Improvements (Mines Ave to Washington Blvd.), Ellingbrook Avenue Street Improvements (Firvale to Easterly City Limits), and Bicknell Park Booster Pump Station.
- Machinery, Equipment, and Automotive Equipment totaled approximately \$30.2 million in 2020 which included: purchases of 5 new CNG Buses, new Citywide Radios and radio related Microwave Upgrades, etc.

Additional information on the City's capital assets can be found in Note 3 to the basic financial statements section of this report.

Long-term Debt

At the end of Fiscal Year 2019-20, the City had total debt outstanding of \$470.8 million, an increase of \$189.7 million compared to the prior year primarily due to the issuance of pension obligation bonds during the fiscal year.

The outstanding debt includes \$264.1 million of revenue bonds and \$144.6 million of net pension liability. The remaining \$62.1 million relates to the postemployment benefit obligation, notes payable, capital leases and compensated absences. Pension liability increased \$10.1 million compared to 2019 primarily due to change in demographic assumptions and inflation rate in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. Total long-term claims payable as of June 30, 2020 was \$22.1 million, an increase of \$0.9 million compared to prior year based on an actuarial report. Outstanding debt is summarized below.

City of Montebello
Management's Discussion and Analysis
Year ended June 30, 2020

City of Montebello
Summary of Long-term Debt
As of June 30
(in thousands)

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Revenue bonds, net	\$ 149,785	\$ 10,177	\$ 114,347	\$ 74,836	\$ 264,132	\$ 85,013
Claims payable	22,121	21,064	-	-	22,121	21,064
Notes payable	3,315	3,703	528	919	3,843	4,622
Capital lease obligation	1,993	2,084	423	820	2,416	2,904
Compensated absences	2,630	1,934	1,202	1,126	3,832	3,060
Net pension liability	110,928	99,964	33,639	34,563	144,567	134,527
Other postemployment benefit obligation	27,072	26,705	2,849	3,252	29,921	29,957
Sub total	317,844	165,631	152,988	115,516	470,831	281,147
Less current portion	6,808	2,314	3,992	3,287	10,800	5,601
Noncurrent portion \$	<u>311,036</u>	<u>163,317</u>	<u>148,995</u>	<u>112,229</u>	<u>460,031</u>	<u>275,546</u>

Credit Rating

As of the date of this CAFR, the City S&P underlying credit rating is "A+", which represents an improvement of one-step (from "A"). The "A" rating was provided in December 2019 as part of debt issuance for the "Paving the Way Project" (Sales Tax Revenue Bonds) and refinancing of Lease Revenue Bonds of the Montebello Hilton. The upgraded "A+" rating was awarded with the issuance of the Pension Obligation Bonds in May 2020.

Economic Overview

The last half of Fiscal Year 2019-20 was dominated by the global coronavirus pandemic and the various economic and social responses to it. Responses to the pandemic varied by country, region, state and even locality. In the United States, the Business Cycle Dating Committee of the National Bureau of Economic Research (NBER) declared the start of a recession as February 2020. The Committee determined that a peak in quarterly economic activity occurred in the fourth quarter of 2019, with a monthly peak in economic activity of February 2020 marking the beginning of the current "COVID-19 recession."

Real Gross Domestic Product (GDP) decreased in all fifty states during the second quarter of 2020. California saw a 31.5% drop, according to the Federal Bureau of Economic Analysis. The decline in second quarter GDP reflected the response to COVID-19, as "stay-at-home" orders issued in March and April were partially lifted in some areas of the country in May and June, and government pandemic assistance payments were distributed to households and businesses. This led to rapid shifts in activity, as businesses and schools continued remote work and consumers and businesses canceled, restricted, or redirected their spending.

Other economic indicators such as personal consumption expenditures, residential investment, and exports and imports were all negative nationally on the second quarter of 2020. Consumer spending contracted by 34.1%, with hotels, restaurants and airlines hit particularly hard. Jobless claims hit a peak of more than 6.0 million in the first week of April. While these claims have tapered off, they were still above 1.0 million per week through the summer. This compares with new claims of less than 200,000 per week before the pandemic, a 50 year low.

Regardless of how economic activity is measured – Gross Domestic Product, unemployment, housing starts, manufacturing activity – one thing has remained constant through FY 2019-20 and beyond: the global pandemic has impacted every aspect of our lives in myriad ways. The varied and numerous State and County “shelter in place” and “safer at home” orders placed a severe damper on local and regional economic activity. With most businesses closed in an effort to “flatten the curve,” local economic activity in Montebello ground nearly to a halt.

Early projections from the City’s sales tax consultant predicated a loss of over \$1.7 million in sales tax revenue due to the various retail and restaurant closures. Actual activity was more positive, with sales tax registering about \$600,000 less than the adopted FY 2019-20 budget. Other sources of revenue such as fines and forfeitures and charges for services were hit hard. The City suspended enforcement of street sweeping parking violations, reducing revenue from these citations. Parks and Recreation suspended all classes, camps, after school programs and related activities, reducing revenue from these sources to zero.

The City of Montebello relies on various sources of revenue for its governmental and proprietary fund operations. While sales tax is the largest provider of revenue for General Fund activities such as public safety, parks and recreation and administration, property tax, licenses and permits and franchise taxes provide other sources of funding. These revenue sources have been more resilient during the pandemic, helping offset reductions in other income streams.

The improving economy, even given the uncertainty brought about by a second surge of COVID-19 cases in winter 2020, will help Montebello in the near-term. Sales tax projections for FY 2020-21 are more positive than first anticipated in spring, 2020. The City continues to provide necessary services to residents and has not reduced or curtailed any front-line services nor have there been any staffing reductions (i.e., layoffs).

Management will continue to monitor the impacts which the pandemic will have on the local and regional economy and will adjust budgets and revenue and expenditure forecasts as needed. Montebello is well positioned to weather the current economic storm, having recently improved organizational efficiencies, refinanced outstanding debt, reduced unfunded pension liabilities, made investments in infrastructure such as streets and roads, implemented reserve policies, updated investment policies and accomplished myriad other projects aimed at improving the City’s financial standing.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Department, 1600 W. Beverly Blvd., Montebello, CA 90640.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Adrianna Kendricks, Acting Director of Transportation

SUBJECT: **Approve Issuing a Bus Lift Replacement Request for Proposal, No. 21-25**

DATE: January 27, 2021

RECOMMENDATIONS

It is recommended that the City Council:

- (1) Approve Issuing a Bus Lift Replacement Request for Proposal (RFP), No. 21-25; and
- (2) Take such additional, related, action that may be desirable.

BACKGROUND

The City of Montebello ("City"), Montebello Bus Lines (MBL), is soliciting proposals from highly-qualified contractors to provide the engineering and technical expertise required for the removal and replacement of a pair of piston style, in-ground, 2-post bus lift, its related accessories, and underground structures located at the Transit agency facility. Currently, the Transit Facility has four lifts the request is to replace one.

The RFP seeks a contractor to supply, remove, and replace a one pair in-ground bus lift with a more efficient scissor-style bus lift. The new lift will be installed in the same location as the existing lift and will be a low-volume, high-pressure type of lift capable of lifting a transit bus by the axle(s). The lift will be capable of lifting 60,000 pounds and be able to adjust for various lengths of buses.

The current lift was installed in 1996 and has exceeded the useful life expectancy of 20 years and is inoperable due to extensive usage. The lift was decommissioned by MBL Maintenance Division staff and deemed unrepairable or unsuitable for its original purpose. The Staff has resorted to using only three lifts which has decreased productivity. Therefore, the replacement of this equipment with a modernized lift will provide staff with the required technical resource that ensures reliable, safe, and efficient public transportation services are provided to the residents of Montebello and neighboring communities.

Approve Issuing a Bus Lift Replacement Request for Proposal, No. 21-25

Page 2 of 3

If approved, the notice inviting proposals will be published using Planetbids.com, Masstransitmag.com, Transittalent.com, and the Wave Newspaper, beginning January 28, 2021. All bids will be submitted through the Planetbids.com platform.

The due date for all proposals will be March 18, 2021. It is anticipated that a contractor will be selected by April, with an award of a professional services agreement brought before the City Council for consideration shortly thereafter.

ANALYSIS

MBL is requesting authority to issue RFP No. 21-25 to identify a contractor for the removal, disposal, and replacement of an in-ground piston style lift with a more modernized industry-standard scissor style lift. This equipment replacement will improve the efficacy of staff servicing MBL's fleet of buses.

The selected contractor will possess the relevant technical knowledge and experience necessary for the installation of a new fully functional in-ground scissor-style bus lift. The contractor must be able to complete the following tasks:

<u>Description of Work</u>	
Task 1:	Remove existing concrete pavement and dispose
Task 2:	Removal and disposal of existing lift equipment
Task 3:	Prepare soil for excavation
Task 4:	Install concrete foundation and floor
Task 5:	Install new bus lift equipment
Task 6:	Include electrical installation cost
Task 7:	Installation of new bus lift equipment (excluding electrical costs)

A selection process will be used to evaluate proposals based on various qualitative components and award based on a combination of price and qualitative considerations. Qualitative considerations include a project management plan, relevant experience and qualifications, technical approach, and quality of proposed personnel.

Proposals will be evaluated in accordance with the following criteria:

<u>Qualitative Considerations</u>		
1	Project Management Plan	15 points
2	Proposed Team	10 points
3	Qualifications and Experience	25 points
4	Technical Approach	30 points

Total		80 points
<u>Price Considerations</u>		
1	Best Price Proposal x 20 (Total Points)	20 points

FISCAL IMPACT

This project will be funded primarily with the Fiscal Year 2019-20 Senate Bill 1/ State Transit Assistance (SB1/STA) funding award (Fund Number 202-99-922-6010.10). Additional funding for this project will be from the Federal Transit Administration (FTA) Grant monies, CA-2019-033. Upon the selection of a contractor, City Council action will be sought to approve the agreement and amend the fiscal year budget as needed to appropriate funds. There is no fiscal impact related to issuing the RFP for the intended services.

SUMMARY

Staff is recommending that the City Council approve a Bus Lift Replacement RFP, No. 21-25, attached hereto in substantial form, and direct staff to take such additional related, action that may be desirable.

ATTACHMENT(S)

- A. Attachment A: Request for Proposal (RFP), No. 21-25

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 21-25



TRANSIT BUS LIFT (HOIST) REPLACEMENT

January 28th, 2021

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFP are posted at:

<https://www.planetbids.com/portal>

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 Exhibit M - Non-Collusion Affidavit of sub-Contractor
 Exhibit N - Certification of Drug-Free Workplace (Prime)
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 Exhibit P – Performance Guarantee Certification
 Exhibit Q – Performance Bond
 Exhibit R – Irrevocable Standby Letter of Credit Certificate
 Exhibit S – Bank Draft

INTRODUCTION

The City of Montebello (“City”), Montebello Bus Lines (MBL), is soliciting proposals from highly-qualified contractors to provide the engineering and technical expertise required for the removal and replacement of a pair of one piston style in-ground 2-post bus lifts, its related accessories, and underground structures located at the transit agency facility.

As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 5.2 million passengers a year throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier. In order to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities, the agency relies on the Maintenance Division staff to have state of the art equipment required to service MBL’s fleet of buses.

This Request for Proposal (RFP) seeks a contractor to supply, remove, and replace one pair of in-ground bus lifts with a more efficient scissor-style bus lift. The new lift will be installed in the same location as the existing lift and will be a low-volume, high-pressure lift capable of lifting a transit bus by the axle(s). The lift will be capable of lifting 60,000 pounds and able to adjust for various lengths of buses.

The selected contractor will possess the relevant knowledge and experience necessary for the installation of new fully functional in-ground scissor-style bus lift.

DATE: January 28th, 2021

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO.21-25

TITLE: CITY OF MONTEBELLO (CITY) and MONTEBELLO BUS LINES (MBL)

TRANSIT BUS LIFT (HOIST) REPLACEMENT

The City of Montebello ("City"), Montebello Bus Lines (MBL), is soliciting proposals ("Proposals") from highly-qualified contractors ("Contractors") to provide the engineering and technical expertise required for the removal of a pair of one piston style in-ground 2-post bus lifts, its related accessories, and underground structures located at the transit agency facility. The Contractor will replace the bus lift with a more efficient scissor-style bus lift.

A Pre-Proposal Meeting will be held on **Tuesday, February 16th, 2021**. The meeting will convene at **10:00 AM** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A site walk-thru will follow the meeting. Proposers must abide by State, local, and MBL COVID-19 protective measures (e.g., face coverings) at all times while onsite.

- Face covering is required at all time in working areas.
- Follow CDC and local government requirements.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name: Rohan Anderson
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.104
E-mail: randerson@cityofmontebello.com

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City of Montebello website. Responses to questions or comments regarding this RFP provided by any other department, or employee, other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

Proposals must be received by **Thursday, March 18th, 2021, 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All Proposals must contain an original signature by an authorized officer of the company.

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and subcontracts financed in part or whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City reserves the right to reject any or all Proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services based on race, color, or national origin per FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age, or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with MBL. For more information on MBL's Civil Rights Program, and the procedures to file a complaint, contact:

Name: Young- Gi Kim Harabedian
 Title: Director of Transportation
 Address: 400 S. Taylor Ave.
 Montebello, CA 90640
 Telephone: (323) 558-1625
 Fax Number: (323) 887-4643
 E-mail: RideMBL.com

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
 Civil Rights Division
 Federal Coordination and Compliance Section, NWB
 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
 More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS

Thursday	January 28 th , 2021	REQUEST FOR PROPOSAL (RFP) RELEASE
Tuesday	February 16 th , 2021	PRE-PROPOSAL MEETING
Thursday	February 25 th , 2021	LAST DAY FOR SUBMISSIONS OF QUESTIONS
Thursday	March 4 th , 2021	ANSWERS TO QUESTIONS
Thursday	March 18 th , 2021	PROPOSAL DUE DATE BY 3:00 PM PST
Week of April 12 th , 2021	PRESENTATIONS & INTENT TO AWARD	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	
2	Letter of Transmittal	Page # 33	
3	Licensing, Permits, Certificates, and Taxes	Page # 23	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement of DBE Participants	Exhibit E	
9	Bidder's List of sub-Contractor (DBE and Non-DBE)	Exhibit F	
10	Buy America Provisions	Exhibit G	
11	Certification of Restrictions on Lobbying	Exhibit H	
12	Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions	Exhibit I	
13	Ineligible Contractors/ Consultants (Prime)	Exhibit J	
14	Ineligible Contractors/ Consultants (sub-Contractors)	Exhibit K	
15	Non-Collusion Affidavit of Prime Bidder	Exhibit L	
16	Non-Collusion Affidavit of sub-Contractor	Exhibit M	
17	Certification of Drug-Free Workplace (Prime)	Exhibit N	
18	Certification of Drug-Free Workplace (sub-Contractor)	Exhibit O	
19	Performance Guarantee Certification	Exhibit P	
20	Performance Bond	Exhibit Q	
21	Irrevocable Stand-By Letter of Credit Certificate	Exhibit R	
22	Bank Draft	Exhibit S	
	OPTIONAL ITEMS		
23	Requests for exceptions or deviations	Page # 8	

Company Name:	
Name of Proposer initialing document (print):	
The email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **3:00 p.m. on Thursday, March 18th, 2021.**

All Proposals must contain an original signature by an authorized officer of the company. Proposals received after the above-listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS
- QUALIFICATIONS
- SCOPE OF WORK

Proposals shall be typed, single-spaced, and submitted on 8 1/2"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and the Proposers' references have been checked. All Proposals shall be accompanied by a completed and signed Letter of Transmittal provided as a part of this RFP.

All requests for exceptions or deviations as a result of this RFP shall be identifiable by a separate section of the Proposer's submitted Proposal for review by the City. It shall be the right of the City to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed Proposal shall be without interlineations, alterations, or erasures. Proposers submitting basic conforming Proposals may choose to submit alternate Proposals as complete and separate offers if the alternate Proposal offers technical or other improvements or modifications, which are to the overall benefit to the City. All alternate Proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each one of the following:

1. Request for Proposal (RFP)
2. Addenda to RFP
3. Supplements to RFP
4. All other required forms

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that may impact the Proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods, and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements outlined in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the City's Point of Contact identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. The aforesaid addendum shall be posted on the PlanetBids.com web page.

All questions, clarifications, or comments must be submitted to or no later than **3:00 pm, Thursday, February 25th, 2021**. No questions will be answered individually by the City or MBL.

Requests for clarification, questions, and comments must be posted on the PlanetBids.com Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments, and questions will be communicated via PlanetBids.com. Every attempt will be made to respond to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposers must satisfy themselves by personal examination of any worksite, drawings, Scopes of Work, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No Proposer shall at any time after submission of the Proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the City and clarified before the submission of Proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their Proposals in writing, provided that such requests are received by the City before the scheduled deadline for Proposal submission or within six (6) months following the scheduled deadline for Proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the Proposal. Refer to Exhibit B.

At the discretion of the City's committee assigned to review Proposals in response to this RFP ("Evaluation Committee"), the City may elect to perform site visits at the Proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members would travel, at City expense, to sites at which finalist Proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the Proposer's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the Proposal it shall be signed and the full name and address of the Proposer shall be given.

If a partnership makes the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the Proposal. A certified letter is to be included in the Proposal accompanied by the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing the Proposal in response to this request
- Submitting that Proposal to the City

- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Proposer before the date of the award

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
 - a. The Proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Proposal that, in the opinion of the City, is so unbalanced in comparison to other Proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
3. Accept all or any part of a Proposal;
4. Cancel the entire RFP;
5. Issue subsequent RFPs; or
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

LICENSING, PERMITS, AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local regulations, standards, and ordinances, regardless of whether or not they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Proposal confidential as a trade secret is first obtained, each Proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Proposal or portion thereof where such disclosure is required by law.

JOINT OFFERS

Where two (2) or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub-Contractor-basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any form

of a joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful Proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful Proposer's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Proposer will not be tolerated and the offense can be justification for termination of the contract. All sub-Contractors of successful Proposer shall abide by all the requirements outlined in this section.

SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs, etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that ensures that the protest was received promptly. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure, or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days before the Proposal due date; or within five (5) days after proposal opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the successful Proposer.

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the period specified in the RFP. In case the services under the terms of these provisions and related purchase contract shall be necessarily delayed because of a strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the successful Contractor, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between Contractor and MBL.

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 the **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

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

Payment Schedule: Monthly

Manner: Provide (1) One invoice monthly.

SCOPE OF CONTRACT

The Contractor shall provide all services necessary as per the Scope of Work described in this RFP.

PERFORMANCE OF WORK

These specifications intend to provide only services that meet the standard of care of similar contractors performing similar services in the same or similar locale. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work according to the provisions. It is the aim of these specifications that the Contractor provides complete services of the type prescribed. Any items omitted from such specifications that are necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Contractor in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

ACCESS TO SITE

The Contractor shall have limited use of the Project site for construction operations during the construction period. The use of the site will be limited to the work area. The Contractor shall not disturb other areas of the site without MBL's approval.

Driveways, Walkways, and Entrances: Keep entry driveways and personnel entrances serving premises clear and available to MBL, MBL's employees, and emergency vehicles at all times. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from the City of Montebello, Montebello Bus Lines (MBL), and the Project Manager's approval.

The Contractor shall coordinate the work performed with the MBL Project Manager and Transit staff to maintain the use of one bus repair bay during construction. Shared systems shall be required to remain operational for adjacent hoists when the lift is being demolished and/or replaced. The Contractor shall maintain portions of the existing building affected by construction operations in a safe and secure condition throughout the construction period.

MBL will occupy the site and existing building during the entire construction period. Cooperate with MBL Project Manager during construction operations to minimize conflicts and facilitate MBL Transit usage. Perform the Work so as not to interfere with MBL's day to day operations.

SELECTIVE DEMOLITION

MBL will occupy portions of the building immediately adjacent to selective demolition areas. Conduct selective demolition so MBL's operations will not be disrupted. Maintain existing utilities in service and protect them against damage during selective demolition operations. Demolish and remove existing construction only to the extent required by new construction. Dust suppression methods shall be used to minimize dust generation.

PREPARATION

Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain.

- Provide protection to ensure the safe passage of people around selective demolition area and to and from occupied portions of the building.
- Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous ("Best Value" as described in the Federal Transit Administration Circular 4220.1F) to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- Accept all or any part of a proposal;
- Reject any or all proposals for any reason;
- Waive any informality or minor errors to the extent permitted by law;
- Award the Agreement as the interest of the City may require;
- Cancel the entire RFP; or
- Issue subsequent RFP's.

An Evaluation Committee comprised of MBL staff in accordance with the Proposal Evaluation Criteria set forth in the Evaluation Criteria section of this RFP will evaluate all the Proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be

conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No agreement shall exist until the City Council or City Manager has awarded the Professional Services Agreement (“Agreement” see Section 6 – Form of Contract [Sample]) and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal, and to award the Agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the Proposals.

POINT OF CONTACT

This RFP is issued by the City, and the Management Analyst will be the sole point of contact (“Point of Contact”) during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, officers, personnel, or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello Transportation Department
Attention: Rohan Anderson,
Management Analyst
400 South Taylor Ave.
Montebello, CA 90640
(323) 558-1625 ext. 104
Email: randerson@cityofmontebello.com

If the Point of Contact determines a response to any such inquiry is warranted, the response will be issued to all prospective Proposers via PlanetBids.com.

EVALUATION OF PROPOSALS

MBL uses a selection process in which proposals contain qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or a project management plan. The award selection is based upon consideration of qualitative factors to determine the offer deemed most advantageous to MBL.

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of MBL staff. Committee members will initially evaluate each proposal using the pass or fail criteria identified herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

MBL will evaluate the offers based on the following criteria: Pass/Fail Criteria

- The Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example, a sample certificate with another agency, or a statement that the proposer can meet the insurance requirements in the RFP should be attached to the proposal.
- The proposer has demonstrated evidence of good standing. If the Proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a

partnership or joint venture, provide such evidence for all partners or members. Evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the Proposer is operating under a fictitious name or trade name, provide evidence that the Proposer has filed for and/or registered the fictitious name with the county where the Proposer's business is located.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then open the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the Evaluation Committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the Evaluation Committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by the Evaluation Committee members. At this time, the Evaluation Committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

The Evaluation Committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing Proposal will be rescored along with revised Proposals in the same manner as the original Proposals.

EVALUATION CRITERIA

Award will be made to the Contractor whose Proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

Qualitative Considerations

The Proposer's Qualitative Proposal will be evaluated on the basis of the following factors, each having the weighted value set forth below:

1	Project Management Plan	15 points
2	Proposed Project Team	10 points
3	Qualifications and Experience	25 points
4	Technical Approach	30 points
TOTAL		80 points

Price Considerations

The Price Proposals will be evaluated as follows:

The Proposer's Price Proposal will be compared to the Proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion **(20 points)**. All other Price Proposals will be scored as follows:

$$\text{Proposer Price Score} = \text{Best Price Proposal} \times 20 \text{ (Total Points Available for Price Evaluation).}$$

SECTION 3 – FEDERAL REQUIREMENTS

FINANCIAL ASSISTANCE/ DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATIONS

The items described in these provisions are to be purchased with assistance through a grant funded by the Federal Transit Administration under the Urban Mass Transportation Act of 1964. The Contractor shall comply with all applicable terms and conditions prescribed by the Federal Government for third party contracts.

The Federal Government is not a party to this contract and has no obligations or liabilities to any Contractors in connection with the performance of this project. The Contractor agrees to include this clause in each subcontract.

CIVIL REQUIREMENTS

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

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - Race, Color, Creed, National Origin, Sex - The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. Age - The Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
4. Disabilities - The Contractor agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to the employment of persons with disabilities.
5. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

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

DBE ANNUAL OVERALL GOAL

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

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

MBL intends to meet its goal to the maximum extent feasible through race-neutral measures, including the encouragement of DBE participation on contracts that have no specific DBE goal. Where race-neutral measures are inadequate to meet the annual overall goal, MBL will establish specific contract goals for particular projects with subcontracting opportunities.

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

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

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

DBE GOOD FAITH EFFORTS

The kinds of effort that will be considered demonstrative of "Good Faith Efforts" include, but are not limited to, the following: Whether the Contractor solicited through all reasonable and available means (e.g., attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work; whether the Contractor solicited interest within sufficient time to allow the DBEs to respond and, if appropriate steps were taken, to follow-up with interested DBEs; whether the Contractor selected portions of work to be performed by DBEs and, where

appropriate, broke-out contract work items into economically feasible units to facilitate DBE participation even when the Contractor might otherwise prefer to perform these work items with its own forces; whether the Contractor negotiated in good faith with interested DBEs (evidence includes names, addresses, and phone numbers; description of information provided regarding plans and specifications; and evidence as to why additional agreements could not be reached); whether the Contractor made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; whether the Contractor made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance; whether the Contractor effectively used the services of available minority/women community organizations, Contractors' groups, or other organizations to provide assistance; and whether other proposers on the procurement met the DBE goal.

Proposer's Right to Administrative Reconsideration

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

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

CONTRACTOR COMPLIANCE WITH MBL DBE POLICY

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

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

Proposer shall submit with the proposal the following information for all participating firms: Firm name, firm address, firm status as a DBE or non-DBE, the age of the firm, and the annual gross receipts of the firm. (Exhibit E - Bidders List of Participating Firms)

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

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

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

Contractor Assurance

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

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

Prompt Payment to sub-Contractors

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

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

The DBE Officer will monitor the amount actually paid by the Contractor to sub-Contractors and will require the Contractor to provide monthly reports of payments to DBEs. A letter will be sent to the DBE sub-Contractors to verify the dollar amount.

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

Contract Change or Amendment

When a contract change or amendment is made, the Contractor will submit a statement to the DBE Officer regarding how the change may affect DBE subcontracting.

The Contractor is required to report all DBE participation on their contract whether sub-Contractor or not the contract contains a specified DBE goal. The Contractor is not to count participation of a DBE until the amount being counted has been paid to the DBE.

Only the work actually performed by a DBE will be counted towards the DBE goal. The cost of supplies and materials obtained by the DBE or equipment leased (except the Contractor or its affiliate) may also be counted.

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

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

The Contractor must make a good faith effort to replace a defaulting DBE sub-Contractor with another certified DBE. The Contractor must immediately notify the DBE Officer of the DBE's inability to perform, and provide reasonable documentation. The Contractor must receive prior written approval on the substitute DBE from MBL. The Contractor will provide copies of new or amended subcontracts and copies of the substitute DBE's current Letter of Certification and current Statement of Personal Net Worth.

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

Evaluation of Proposals with DBE Goals

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

PROHIBITED INTEREST

No Council member, officer, or employee of the City of Montebello or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government Code of the State of California.

CONTRACTOR ELIGIBILITY (DEBARMENT, SUSPENSION, EXCLUSION, COLLUSION)

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published and update the 49 CFR Part 29 on 11/26/03. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension,

and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). (Exhibit I - Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions)

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for federally required auditing services. 49 CFR 29.220(b). These are contracts and subcontracts referred to in the regulation as “covered transactions.”

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

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

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

- The certification in this clause is a material representation of fact relied upon by MBL. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to MBL, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 49 CFR 29, while this offer is valid and throughout the period of any contract that may arise from this proposal. The Proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.
- 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. (Exhibit L, Non-Collusion Affidavit of Prime Bidder; Exhibit M, 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. (Exhibit J – Ineligible Contractors (Prime); Exhibit K – Ineligible Contractors (sub-Contractor))

FEDERAL PROHIBIT INTEREST/ LOBBYING

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

Lobbying

No Federal appropriated funds have been paid or will be paid, by or on behalf of the supplier/company, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan, or cooperative agreement.

As a recipient of federal funds, MBL is required to certify compliance with the influencing restrictions and efforts of Contractor to influence federal officials regarding specific procurements in excess of \$100,000.00 that must be disclosed pursuant to Section 1352, Title 31 U.S. Code.

The successful offeror to this solicitation, and all sub-Contractors with contracts of \$100,000.00 or more, will be required to complete and submit to MBL the certification form entitled "Certification of Restrictions on Lobbying," Exhibit H, whether or not any lobbying efforts took place. If the successful offeror, and/or primary sub-contractor, did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to MBL. Form is available upon request.

DRUG-FREE WORKPLACE

The Contractor, and all sub-Contractors, must certify that they have a drug-free workplace and comply with Government Code Section 8355 (Exhibit N - Certification of Drug-Free Workplace (Prime); Exhibit O - Certification of Drug-Free Workplace (sub-Contractor)).

CONTRACT DOCUMENTS: Oral Changes / Contract Termination / 'Buy America' Provision / Permits

- (a) Oral Changes: Oral changes and oral change orders **are not permitted**. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a Contract modification.
- (b) Contract Termination: MBL may terminate any resulting Contract for convenience at any time by giving the Contractor written notice thereof. Upon termination, MBL shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Contractor a percentage of the project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the Contractor breaches the terms or violates the conditions of the Contract, and does not within ten (10) days, thereafter, cure such breach of violation, MBL may immediately terminate the Contract for default. The contractor shall be liable for any and all costs incurred by MBL as a result of such default.

- (c) Buy America: The Buy American requirement provides that federal funds may not be obligated for mass transportation projects unless steel, cement, and manufactured products used in such projects are produced in the United States. The requirement will not apply in the following four cases:
 - (i) When its application is against the public interest (as decided by the FTA Administration on a case-by-case basis).
 - (ii) When the required materials and products are not produced in the U.S. in sufficient quantities and of satisfactory quality.
 - (iii) When, in the procurement of buses and other rolling stock, the cost of the components which are produced in the U.S. is more than 60 percent of the cost of all components of the vehicle or equipment, and if the final assembly takes place in the U.S.

(iv) When the inclusion of domestic material will increase the over-all cost of the project Contract by more than 10 percent in the case of projects for the acquisition of buses and rolling stocks; and 25 percent in the case of all other projects.

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

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

The Contractor and all Sub-Contractors with contracts of \$100,000 or more are required to certify compliance or non-compliance with this provision by submitting the attached "Buy America Certificate" (Exhibit G), with the proposal.

- (d) Permits: The 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.

CLEAN AIR/ WATER POLLUTION/ ENERGY CONSERVATION

The Contractor shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C., 1251 et seq.), and all applicable and mandatory standards, policies, orders, or requirements issued pursuant to Federal statute or regulation relating to energy efficiency that is contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.). The contractor is responsible for reporting any violations to MBL and understands and agrees that MBL will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000.

BOND REQUIREMENTS

Bid Guarantee

Contractors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 5% of the total bid price.

In submitting this bid, it is understood and agreed by Contractor that the City reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance,

as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Contractor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Contractor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive. (Exhibit P. Performance Bid Guarantee)

Performance Guarantee

A Performance Guarantee in the amount of 100% of the Contract value is required by the City to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement.

The successful Contractor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from Contract execution (Exhibit Q. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Contractor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Contractor shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City if:

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The City is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the City and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Exhibit R. Irrevocable Stand-By Letter of

Credit Certificate and Exhibit S. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds

A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to the City as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (City) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, and is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SECTION 4 – STATE AND LOCAL REQUIREMENTS

COMPLIANCE WITH THE LAW

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. Owner, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this section.

PREVAILING WAVES

Contractor is aware of the requirements of California Labor Code ("Labor Code") section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Professional Services are being performed as part of an applicable "public works," as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Owner shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of the contemplated Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Professional Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. The Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The Contractor and each subcontractor shall forfeit as a penalty to Owner not more than **Two Hundred Dollars and Zero Cents** (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion

thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

PAYROLL RECORDS

In accordance with the requirements of Labor Code section 1776, the Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours. In the event of noncompliance with the requirements of this Section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day (10) period, Contractor shall, as a penalty to Owner, forfeit not more than **One Hundred Dollars and Zero Cents (\$100.00)** for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor.

HOURS OF WORK

Pursuant to the provisions of the Labor Code, eight (8) hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight (8) hours during any one calendar day, and forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one (1) and one-half (1-1/2) the basic rate for all hours worked in excess of eight (8) hours per day ("Eight-Hour Law"), unless Contractor or the Services are not subject to the Eight-Hour Law. Pursuant to section 1813 of the Labor Code, Contractor shall forfeit a penalty of **Twenty-Five Dollars and Zero Cents (\$25.00)** per worker for each day that each worker is permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

The Contractor acknowledges, understands and warrants that it is, or will registered with the Department of Industrial Relations ("DIR") in accordance with Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.

CLASSIFICATION OF CONTRACATOR'S LICENSE

The Contractor acknowledges and understands that it shall possess a license to perform the public work contemplated herein. Public Contract Code section 3300. The Contractor further acknowledges and understands that it shall possess the proper license at the time the contract is awarded, not at the time the bid is submitted or opened. Public Contract Code section 6100. The Contractor and/or sub-contractor shall possess the following types of contractor's license (s) to perform the work pursuant to this Agreement:

- A – “General Engineering” or B – “General Building Contractor”
- C-10 – “Electrical Contractor”

INELIGIBLE CONTRACTOR OR SUBCONTRACTOR

The Contractor acknowledges and understands that performance of work on a public works project with a subcontractor who is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited. Public Contract Code section 6109(a).

CONTRACT WITH DEBARRED SUBCONTRACTOR IS VOID

The Contractor acknowledges and understands that any agreement on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on a project. Public Contract Code section 6109(b).

APPRENTICES

If Labor Code section 1777.5 applies to the contemplated Services, the Contractor and any subcontractor hereunder who employs workers in any apprentice able craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving the Contractor or any subcontractor for the employment and training of apprentices.

SECTION 5 – QUALIFICATIONS

To be considered responsive to the RFP, Proposers must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

- List and describe a minimum of three (3) projects or experiences, similar in nature to the Project contemplated in this RFP, which the Proposer is currently performing or has performed within the last thirty-six (36) months.
- The Contractor must have at least 5 years’ experience installing in-ground vehicle lifts.
- All electrical work must be performed with a C10 licensed electrician.
- The Contractor must install the lift with personnel that have been trained by the lift manufacturer.
- The Contractor is responsible for installing the lift in accordance with the lift manufactures recommended installation guidelines.
- The Contractor must have valid liability insurance. Insurance requirements are stated in the General Terms and Conditions.
- The Proposer’s firm or company has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- The Proposer’s firm or company is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations, including, without limitation, prevailing wage laws, and apprenticeship laws.
- Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).

SECTION 6 – SCOPE OF WORK

Replacement of the bus lift (hoist) system as well as associated accessories, electrical components, and underground structures. The project is to replace a pair of piston style bus hoists with a new scissor style lifts mounted flush into the floor, new lift pit/foundations, pit drains, and electrical power. Provide all scissor lift design, engineering, permits, labor, construction supervision, materials, tools, and equipment necessary for the installation of new fully functional in-ground scissor-style bus lifts.

This Work includes:

- Provide engineered design for the new scissor lifts, foundations, and any associated systems;
- Removal and disposal of existing hoist pistons, pumps motors, and related piping;
- Demolition of and removal of concrete pavement and concrete foundations;
- Backfill of existing hoist pits and excavation of soils for foundations and drain piping;
- Construction of new concrete hoist pits/foundations;
- New underground drain system for the new hoist pits/foundations;
- Hydraulic piping for the new scissor lifts;
- Electrical conduits and wiring for the new scissor lifts;
- Reinforced concrete floor pavement;
- Installation of new stationary and traveling scissor lifts;
- All lift controls, provide axle adaptors, employee training, operations and maintenance manuals, and manufacturers warranties.

Lift Description:

The lift shall meet the following description: Axle engaging, hydraulic/mechanical in-ground scissor lift with a fixed rear and movable front lifting unit. Total pit depth shall not exceed 40" below the finished concrete grade. The lift must have incorporated mechanical safety locks and have high pressure / low volume cylinders operated from either a console or pendant. The lift will be a drop-in design completely removable and re-locatable. The front and rear lifting posts shall operate separately or synchronized.

A. Manufacturer

- Stertil-Koni USA, Inc. EEC 60 and ECO 90
- Rotary Lift EFX 60 and EFX 90
- Or approved equal

Features:

- Lifting units shall basically consist of two individual scissor lifting assemblies in line with the longitudinal axis of the vehicle; each lifting cylinder shall be able to engage the axle. Each lifting assemblies shall be totally contained in a sealed housing to prevent contaminants from leaking into the surrounding soil.
- The movable post shall be equipped with a shutter plate design that moves with the post so as to keep the trench opening covered at all times.
- The lift shall be capable of raising and lowering a vehicle by other means in the event of a power outage or lift failure.
- The lift must be able to lift unbalanced loads
- The lift shall come with a hand pedant and console.

Lift Certification Requirements:

- A. Materials shall comply with ISO, E.N. and meet or exceed 9000 standards.
- B. The lift installer shall be a certified factory authorized installer, trained and authorized by the manufacturer supplying the lift equipment. Certifications shall be provided with the bid documents.
- C. The lift manufacturer shall be held in good standings with the Automobile Lift Institute (ALI).
- D. The lifts shall be labeled and listed by a National Recognized testing laboratory as established by OSHA for conformance to ANSI/ALI ALCTV- (current edition), "Safety Requirements for the Construction, Testing, and Validation". The lift shall be gold label certified with the ALI/ETL certification. The lift manufacturer's Quality Management System shall be ISO 9001.
- E. All electrical apparatus shall be UL Listed.

Capacities:

- The lifts shall be able to lift a vehicle weighing a minimum of 60,000 lbs.
- The lifts shall be able to accommodate axle lengths from 148" to 300".
- The lift shall be able to lift vehicles a minimum of 68" as measured from the bolster at the full rise to the finished floor. Lifting Rate: 90 seconds; 45 inches (1,140 mm) per minute, minimum.
- The lift shall be able to lift unbalanced loads such as the rear axle for performing tire work or brake relines with no weight on the front axle.

Oil Requirements:

An environmentally friendly design is desired. The type, containment, and quantity of hydraulic oil shall be evaluated for its environmental friendliness. Any underground hydraulic oil lines or oil storage containers shall be double contained to prevent leakage into the nearby soil. A biodegradable vegetable oil or manufacturer equivalent must be used.

Front Scissor Post:

- A. The front movable post shall be equipped with a carriage assembly with permanently lubricated bearing wheels. The front lift shall be a flush mount in-ground scissor design. The complete lifting scissor and components shall be of a shallow pit design. The lifting scissor and underground components shall be coated with a corrosion-resistant coating to protect the lift. The concrete pit shall be coated to prevent the release of contaminants into the surrounding soil.
- B. A recessed properly sized for the front scissor post to provide proper engagement for vehicles ranging in wheelbases from 148" to 300" inches maximum. The track shall be equipped with a shutter plate style cover that will move with the carriage to keep the trench covered at all times. The shutter plate must be hot-dipped galvanized or stainless steel to prevent deterioration.
- C. The lifting ram shall be equipped with an integrated double lockjaw, gravity engaging, and mechanical lift lock with the first lock position engaging at a minimum height of 18" (457mm); rated at the same capacity as the lifting ram. The lock shall be equipped with a minimum of 12 locking positions with no more than 5" between each lock increment. The lift shall incorporate a device to lower the vehicle in the event there is a power failure.

Rear Scissor Post:

- A. The rear stationary scissor lifting post shall be of the same design construction and rise as the front post.
- B. The rear frame unit will provide integral wheel chocks at floor level in order to accurately locate vehicle axles over the lifting saddle and adapters. The frame assembly shall also provide a recessed area beneath the floor for the rear saddle and adaptors when the lift is in the down position.
- C. The rear lift shall have a locking device of the same design, construction, and rating as the front hoist.
- D. The rear lift power unit shall be of the same design as the front hoist.
- E. The lift housing shall be a shallow pit design concrete enclosure appropriately sized to house stationary scissor post assembly. The scissor post and in-ground housing shall be coated with a corrosion-resistant coating to protect the lift from deterioration due to electrolysis and harsh contaminants. The concrete pit shall be coated to prevent the release of contaminants into the surrounding soil.
- F. The lift shall be completely recessed with adapters on in both front and rear scissor housings.
- G. Adapter Adjustment: Minimum 13.25" (337 mm); Maximum 56" (1,422 mm).
 - a. Bolster Width: 40 inches (1,016 mm) minimum.
 - b. Bolster and Base Adapters for both lifting units, movable front and fixed rear shall recess below the finished floor.
 - c. Base adapters shall be restrained to prevent overextension.
 - d. Removal of base adapters shall be accomplished by pulling-up a spring-loaded pin and sliding the base adapter off the bolster.
 - e. The base adapter shall have at least a five-hole pattern that will allow every accessory adapter to be used in the reverse direction, allowing up to eight positions of the accessory adapter on the base adapter.
- H. The rack shall be inverted and positioned under the load channel of the insert where it is protected so as not to collect dirt grease etc.

Hydraulic System:

- The system shall be comprised of two high pressure, low volume, single acting, 7-inch (178 mm) diameter cylinders, one in each lifting unit.
- High-pressure seals shall be internal to the cylinder, where they are protected from salt, dirt, etc.
- Combined, the two cylinders shall only require 7 gallons (26.5 l) of AW 32 hydraulic oil for lifting to full height.
- Each cylinder shall have a hose break velocity fuse (safety check valve) integrally mounted to prevent excessive loss of fluid from the cylinder.
- The hoses shall be of reinforced construction and utilize JIC fittings throughout.
- The hoses feeding the front movable lift carriage shall be supported and contained by a cable carrier to prevent the hoses from dragging or tangling.
- The lift shall be driven by two individual power units, readily available as an off-the-shelf component.

Controls:

The lift controls shall be operated from a stationary pedestal or hand pendent. A single control button or joystick shall be able to operate one lift post at a time or both simultaneously. The lift should be able to raise or lower the vehicle level without separate controls. The lift control panel shall incorporate communications with the operator through the use of an LCD screen and/or fault and activation lighting.

- The control system shall conform to all current NEC, UL201, and OSHA codes.
- The control system shall be PLC operated and continuously monitor all operating functions and safety systems of the lifting units and movable carriage.
- The controls shall have feedback information that communicates fault codes and lockouts to the operator.
- The electrical enclosure for control components shall be NEMA 4X rated and have the following controls mounted on the front cover.
 - Disconnect On-Off Switch.
 - Power On-Off Switch.
 - Push/Pull E-Stop Button.
 - Push Buttons for Lift Raise, Lower, and Lock.
 - Power On Indicator Light.
 - Selector Switch for Front and Rear Lifting.
 - Push Button for Moving the Carriage.

Acceptance Testing:

Following installation, the equipment installer shall perform an acceptance test as recommended by the manufacturer. A test outline shall be provided to the Transit agency for approval prior to performing the test. The test program shall show that the equipment meets all of the conditions described by the specification and that the equipment will perform as intended. The installer shall provide a one-week notification to the Transit agency of the scheduled start-up date. The Contractor may be required to demonstrate the lift functions several times to assure the Transit agency equipment is reliable.

Training:

After the completion of the installation, the installer shall provide a training program to all operating personnel to correctly demonstrate the safe operation of the equipment. In addition to the operation training, the installer will provide maintenance training to Transit staff. Maintenance training shall include servicing, routine maintenance, adjustment, troubleshooting, and preventative maintenance.

Warranty:

- A. Following the completion of the installation and startup of the lift equipment, the successful bidder shall provide a three (3) year warranty against manufacturing defects in materials, function, and workmanship.
- B. Warranty repairs shall include materials, freight of any kind, travel expenses, mileage, labor, and any other related expenses necessary to correct defects.
- C. In the event of a failure of the lifting equipment during the warranty period, the Contractor will be required to repair the lifting equipment within 10 days of notification.

SECTION 7 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

TRANSIT BUS LIFT (HOIST) REPLACEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on, 2021, 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 individually as a “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to assist the CITY in the engineering and technical expertise needed for the removal and replacement of one (1) piston-style, in-ground 2-post vehicle lift, its related accessories and underground structures located at the transit agency’s facility. (“Project”); and

WHEREAS, CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONTRACTOR responded to CITY’s Request for Proposals (“RFP”) dated January 28, 2021 (“RFP No. 21-25”) with a proposal dated [INSERT DATE], as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Contractor Proposal”).

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND 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 preference, all which are incorporated herein and made part of this Agreement, as though fully set forth herein.

- A. This Agreement, including any and all addendum, attachments, exhibits or supplemental agreements;
- B. RFP No. 21-25;
- C. CONTRACTOR’s Proposal dated [INSERT DATE]; and
- 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 precedent shall be as set forth above.

SECTION 2. SERVICES / COMPENSATION.

A. CONTRACTOR shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONTRACTOR shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

B. CONTRACTOR shall be compensated a sum not-to-exceed \$.....(the "Maximum Compensation") for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

C. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONTRACTOR within thirty (30) days of the date of such invoice.

D. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

E. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONTRACTOR's discretion.

SECTION 3. TERM.

This Agreement shall commence on, 2021 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

The Parties agree that Sections 6(B), 11, 12, 13, 14, 15, 19, 20, 22, 23 and 26 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 4. CONTRACT DOCUMENTS.

For purpose of this Agreement, the contract documents for the aforesaid Project shall consist of (and are outlined in the following order of preference):

- A. RFP No. 21-25;
- B. Proposer's [DATE] Proposal for Comprehensive Operational Analysis (COA) and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
- C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and

- D. 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 constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 5. 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 written approval, additional individuals, Contractors, or sub-Contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Contractors, or sub-Contractors shall be the sole and exclusive responsibility of the CONTRACTOR.

E. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, CONTRACTOR shall make all records, invoices, timecards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available during CONTRACTOR's regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONTRACTOR for such reuse.

SECTION 6. WORK PRODUCT.

A. CONTRACTOR hereby agrees that all work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONTRACTOR may take and retain copies of such written products as desired.

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 CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to 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.

C. Documents are provided in CONTRACTOR's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONTRACTOR, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONTRACTOR be liable for any loss of use, profit or any other damage.

SECTION 7. 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 CITY's City Manager ("City Manager").

SECTION 8. CITY SUPERVISION.

CITY's Transportation Director ("Transportation Director") shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's 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 9. 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 CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONTRACTOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONTRACTOR. CONTRACTOR and his sureties shall be liable to 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.** CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, 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 CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. 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 10. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONTRACTOR during the Term of this Agreement.

SECTION 11. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of 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 12. INDEPENDENT CONTRACTOR.

A. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. 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 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 sub-Contractors 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 sub-Contractors with workers’ compensation insurance or any other insurance.

SECTION 13. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or sub-Contractor 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 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 sub-Contractors, 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 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 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 14. 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. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 15. INDEMNIFICATION.

CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, 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 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 CITY.

SECTION 16. INSURANCE COVERAGE.

During the Term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect all of the following minimum scope of 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): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, 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 **One Million Dollars and Zero Cents** (\$1,000,000.00) 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 **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

Professional Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's profession, with limit no less than **Two Million Dollars and Zero Cents** (\$2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONTRACTOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

CONTRACTOR shall require each of its sub-Contractors, 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, with a current rating of at least A: VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' notice for non-payment) prior written notice. 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 CITY, its officers, agents, employees and volunteers 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 (2) 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 elected and appointed boards, officers, officials, 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 (30) 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.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by 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 sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. 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 CITY has received a waiver of subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by 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.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 17. CALIFORNIA LABOR CODE

- A. **Licenses, Permits, Fees, and Assessments.** CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law of the performance of the services required by this Agreement. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law

and required by this Agreement, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against CITY hereunder. CONTRACTOR shall be responsible for all subcontractors' compliance with this Sub-Section 18(A).

B. Prevailing Wage Laws.

- i. In accordance with California Labor Code ("Labor Code") section 1770 *et seq.*, the director of the Department of Industrial Relations (DIR) of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in CITY's Department of Public Works ("Public Works") and is hereby incorporated in this Agreement. CONTRACTOR is required to post a copy of such wage rates at all times at the contract site.
- ii. In accordance with the provisions of Labor Code section 1810 *et seq.*, eight (8) hours is the legal working day. CONTRACTOR must forfeit to CITY Twenty-Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced.
- iii. CONTRACTOR also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by Labor Code section 1770 *et seq.*, including Sections 1775 and 1776. CONTRACTOR shall comply with all statutory requirements relating to the employment of apprentices, including requirements set forth in Labor Code sections 1777.5 and 1777.6.
- iv. CONTRACTOR is subject to DIR monitoring and enforcement regarding the payment of wages and payroll records.
- v. Contractor and subcontractors shall report payroll records directly to DIR in accordance with Labor Code section 1771.4.

- C. Contractor Registration with DIR.** Pursuant to Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, be awarded a public works contract or engage in the performance of any contract for public work (as defined by Division 2, Part 7, Chapter 1 of the Labor Code (section 1720, *et seq.*)), unless currently registered and qualified to perform public work pursuant to Section 1725.5. In compliance with Labor Code Section 1771.4, Contractor is required to post job site notices required by law.

- D. Type of Contractor License(s).** CONTRACTOR shall possess the following types of contractor's license(s) to perform the work pursuant to this Agreement:

- [INSERT CLASS – INSERT LICENSE TITLE]
- [INSERT CLASS – INSERT LICENSE TITLE]

- E. Ineligible Contractor Prohibited.** Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1771.1, 1777.1, or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

- F. Workers' Compensation.** CONTRACTOR must secure the payment of workers' compensation to all workers employed to perform the work pursuant to this Agreement as provided in Labor Code sections 1860 and 3700. CONTRACTOR must sign and file a statutorily prescribed statement

acknowledging its obligation so secure the payment of workers' compensation to all workers employed to perform the work pursuant to this Agreement before beginning work pursuant to Labor Code Section.

SECTION 18. 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 subcontractor, 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 19. 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 20. 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 Section shall survive the expiration or termination of this Agreement.

SECTION 21. 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 22. 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 23. 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.

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 24. 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:

CITY MANAGER
 City of Montebello
 1600 West Beverly Boulevard
 Montebello, California 90640

CONTRACTOR

SECTION 25. 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 26. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and sub-Contractors, if any, shall comply with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code section 1090. CONTRACTOR further 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 CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 27. FORCE MAJEURE

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including CITY, if CONTRACTOR shall within ten (10) days of the commencement of such delay notify CITY in writing of the causes for the delay. CITY shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay.

when and if in the judgment of CITY such delay is justified. CITY's determination shall be final and conclusive upon the Parties to this Agreement.

SECTION 28. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between 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.

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Dated: _____

Name and Title

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 8 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 21-25

TRANSIT BUS LIFT (HOIST) REPLACEMENT

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in the performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill, and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully review the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,

2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name: _____

Business Address: _____

Contact Person: _____

Phone: _____

Email Address: _____

Signature of Authorized Official:

Signature of Authorized Official:

Typed or Printed Name:

Typed or Printed Name:

Title

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**Contract/Agreement/License/Permit No. or description: RFP Transit Bus Lift (Hoist) Replacement

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, sub-Contractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____	Name: _____
<i>(Print)</i>	<i>(Print)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)</i>
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B
REFERENCES

At Least Three (3) References

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, the term of the contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, the term of the contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, the term of the contract, and description of work):	

EXHIBIT C

INSURANCE

The proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 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 \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$500,000 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 project, Contractor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$500,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.
- E. 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 the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West

Beverly Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. Contractor shall submit to City (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 the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D

RFP No. 21-25

TRANSIT BUS LIFT (HOIST) REPLACEMENT

COST PROPOSAL SHEET

Quantity	Description of Work	Cost of Needs
Lump sum	Existing concrete pavement saw-cut and disposal	\$
Lump sum	Demolition and removal of existing lift equipment	\$
Lump sum	*Soil excavation	\$
Lump sum	Concrete foundation and floor	\$
One (1) unit	New bus lift equipment	\$
Lump sum	Electrical installation cost	\$
Lump sum	Installation of new bus lift equipment (excluding electrical costs)	\$
<i>TOTAL</i>		\$

*Assume 8 feet below grade and 18 cubic yards

Provide soil excavation price per cubic yard if over
18 cubic yards

\$	\$

List other costs/fees:

Description

Cost/Fees

_____	_____
_____	_____

EXHIBIT E
STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F**Bidder's List of sub-Contractors (DBE and Non-DBE)****Part I**

The bidder shall list all sub-Contractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE sub-Contractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
		☐ > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all sub-Contractors who provided a quote or bid but were not selected to participate as a sub-Contractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**"BUY AMERICA" PROVISION**

This procurement is subject to the Federal Transit Administration "Buy America" Requirements in 49 CFR Part 661.

A "Buy America" Certificate, as per the format presented below, must be completed and submitted with the bid/proposal. A bid/proposal which does not include the certificate will be considered non-responsive.

A waiver from the "Buy America" Provision may be sought _____ if grounds for the waiver exist.

Section 165a of the Surface Transportation Assistance (STA) Act of 1982 permits FTA participation on this contract only if steel, cement, and manufactured products used in the contract are produced in the United States.

BUY AMERICA CERTIFICATE

This certification shall be fully executed by all bidders/proposers submitting bids/proposals.

The _____ hereby certifies that
(Name of Bidder/ Proposer)

_____ All of the manufacturing processes for steel and manufactured products take place in the United States and all items or material used in the product must be of United States origin.

_____ The cost of rolling stock and bus components produced in the United States is more than 50 percent of the cost of all of the components and final assembly takes place in the United States.

BY: _____
Signature of Company Official Date

Official's Title

OR

The bidder/proposer hereby certifies that it cannot comply with the requirements of Section 165a of the Surface Transportation Assistance Act of 1982, but may qualify for an exemption to the requirement pursuant to Section 165b of the STA Act and regulations in 49 CFR 661.7.

Signature: _____
Title: _____
Date: _____

EXHIBIT H**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

(Applicable to contracts \$100,000 or greater)

I _____, hereby certify on behalf of:
 (Name of Authorized Official)
 _____ that:
 (Name of Company)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 Signature of Authorized Official

 Date

 Title of Authorized Official

EXHIBIT I**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of its
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT J

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 not appear on the U.S. Comptroller General's
list of debarred firms.

Bidder's Name

Signature of Authorized Representative

Date of Signature

EXHIBIT K
INELIGIBLE CONTRACTORS
(Subcontractor)

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 not appear on the U.S. Comptroller General's
list of debarred firms.

Bidder's Name

Signature of Authorized Representative

Date of Signature

EXHIBIT L**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of _____)

County of _____)

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

- 1) He is _____
(Owner, Partner, Officer, Representative, or Agent)
of _____ the Bidder that has submitted the attached Bid;
- 2) He is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against the City of Montebello (OWNER) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

Title: _____

Subscribed and sworn to before me

this _____ day of _____, 20__

Signed _____

Title _____

My Commission expires _____

EXHIBIT M**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

State of _____)

County of _____)

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

- 1) He is _____
(Owner, Partner, Officer, Representative, or Agent)
of _____ the Bidder that has submitted the attached Bid;
- 2) He is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against the City of Montebello (OWNER) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

Title: _____

Subscribed and sworn to before me

this _____ day of _____, 20__

Signed _____

Title _____

My Commission expires _____

EXHIBIT N**CERTIFICATION OF DRUG-FREE WORKPLACE
(Prime)**

I _____, hereby certify on behalf of
 (Name of Authorized Official)
 _____ that:
 (Name of Contractor)

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 Authorized Official)

 (Title of Authorized Official)

EXHIBIT O**CERTIFICATION OF DRUG-FREE WORKPLACE
(Subcontractor)**

I _____, hereby certify on behalf of
 (Name of Authorized Official)
 _____ that:
 (Name of Contractor)

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 Authorized Official)

 (Title of Authorized Official)

EXHIBIT P

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Contractor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Contractor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT Q**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor,
 and,

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of \$_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)
(TITLE)

WITNESS

SURETY

(SEAL)
(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT R
IRREVOCABLE STAND-BY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is of the _____ of the
 _____ (Title)

_____ (The "Beneficiary") and hereby
 _____ (Name of Beneficiary)

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
 _____ (Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT S
Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge to the Account of _____ Irrevocably Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

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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 Agreement for Citywide Custodial Services (RFP 21-20)**

DATE: January 27, 2021

RECOMMENDATIONS

It is recommended that the City Council:

- 1) Award a Professional Services Agreement to Ultimate Maintenance Services in an amount not-to-exceed Three Hundred Forty-Six Thousand and Eight Hundred Dollars (\$346,800) annually for the initial year of a three-year (3-year) term (total cost of \$1,040,400) for Citywide Custodial Services.
- 2) Authorize the City Manager to execute an agreement on behalf of the City.

BACKGROUND

On August 5, 2017, the City of Montebello issued a Request for Proposals (RFP) No. 18-12 ("RFP 18-12") for Citywide Custodial Services and received three (3) proposals in response. On November 13, 2017, City Council awarded a three-year (3-year) contract to Lincoln Training Center with the option of up to two (2) additional one-year (1-year) extensions. Since RFP No. 18-12 was issued three years ago, the scope of services has expanded along with the City's custodial needs. Therefore, staff recommended the issuance of a new RFP to include the expansion of services, as well as all necessary areas and locations.

On November 24, 2020 the City issued RFP 21-20, seeking a contractor to provide Citywide Custodial Services. This includes providing a workforce of skilled custodians, materials, tools, equipment and transportation to perform custodial services at public facilities within the City of Montebello. The work described in RFP 21-20 will be performed as a continuous and constant program throughout the proposed contract term.

**Award a Professional Services Agreement for Citywide Custodial Services
(RFP 21-20)**

Page 2 of 3

RFP 21-20 closed on January 6, 2021 and the City received six (6) responsive proposals. RFP 21-20 was advertised on the City website, Planet Bids and the Montebello Wave Newspaper.

DISCUSSION

An Evaluation Committee made up of Recreation and Community Services, Transit and Police Department employees met to assess the qualifications and expertise of each proposer in performing the services and scope of work called for in RFP 21-20. On January 14, 2020, the Evaluation Committee interviewed the proposers via electronic meeting. A review of all proposals received has been completed.

The following six (6) proposers were ranked in accordance with the guidelines of RFP 21-20 and were evaluated based on their understanding of the scope of work, project approach, budget, proposed schedule, references, and other criteria. After thoroughly reviewing the proposals, the Evaluation Committee ranked the companies as follows:

- 1) Ultimate Maintenance Services
- 2) Lincoln Training Center
- 3) United Maintenance Services
- 4) D.N.S. Solution Inc.
- 5) J316 Builder
- 6) Premier Property Preservation

Based on the proposals submitted, the company with the best qualifications and experience that meets the needs of the City is Ultimate Maintenance Services. The City will pay Ultimate Maintenance Services, an initial, annual not-to-exceed contract amount of \$346,800. The following is the three (3) year annual cost breakdown as proposed by Ultimate Maintenance Services:

Year 1 -	\$346,800
Year 2 -	\$346,800
Year 3 -	\$346,800
Total 3 Year Amount -	\$1,040,400

FISCAL IMPACT

The total not-to-exceed annual cost for Citywide Custodial Services under this new proposed agreement is Three Hundred Forty-Six Thousand Eight Hundred Dollars (\$346,800) for the first year of a three-year (3-year) term. The awarded contract will be managed by the Recreation and Community Services Department and funded in the General Fund and Transit Fund, with costs split according to the 2018 Cost Allocation Plan (73% General Fund and 27% Transit Fund). Due to the expansion of services, the cost of custodial services will exceed the amount included in the adopted Fiscal Year

**Award a Professional Services Agreement for Citywide Custodial Services
(RFP 21-20)**

Page 3 of 3

2020-21 budget by \$64,500. The General Fund share of the agreement with Ultimate Maintenance Services would be \$253,164, and the Transit Fund/Metrolink share would be \$96,636.

The FY 2020-21 contract amount (of the previous custodial company) was \$282,322 and the budget was developed using this amount. The expanded services contemplated under the new proposed contract increases the annual contract amount for these services – necessary to provide the level of care needed to ensure properly maintained facilities throughout the City. Budget savings in the Parks and Recreation Department – specifically in the Recreation Division – will provide sufficient funding to offset the increase in costs for this important service. Therefore, no budget amendment is needed. The FY 2021-22 budget will be developed utilizing the new agreement's increased costs.

SUMMARY

On November 24, 2020 the City issued RFP 21-20 for Citywide Custodial Services. The City Council will consider awarding a Professional Services Agreement, attached hereto in substantial form, to Ultimate Maintenance Services in the amount not-to-exceed Three Hundred Forty-Six Thousand Eight Hundred Dollars (\$346,800) annually for the initial year of a three-year (3-year) term for Citywide Custodial Services and authorize the City Manager to execute an agreement on behalf of the City.

ATTACHMENTS

- A. Attachment A - Professional Services Agreement in Substantial Form
- B. Attachment B - Proof of Publication
- C. Attachment C - RFP 21-20

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

THIS AGREEMENT ("Agreement") is made and entered into on January 27, 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and Ultimate Maintenance Services (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 Custodial Maintenance and Services at various city-owned properties in the CITY; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees as outlined in CONTRACTOR's proposal dated January 6, 2021 in response to the CITY's Request for Proposal 20-21 for Citywide Custodial Services dated November 24, 2020 ("RFP 20-21") attached hereto as **Exhibit "A."**

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 RFP 20-21 as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary for providing the custodial 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 shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire three (3) years from the Effective Date, unless terminated

earlier as hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.

c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.

e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager or his/her designee.

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 \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the City. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR'S employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against the CITY.

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR'S liability or as fall performance of CONTRACTOR'S duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction or interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

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

To CITY: David Sosnowski
Recreation and Community Services Department
City of Montebello

1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dsosnowski@cityofmontebello.com

To CONTRACTOR: Paul Marmol
Ultimate Maintenance Services
4237 Redondo Beach Blvd.
Lawndale, California 90260
Email: paul@umscorporation.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.

[SIGNATURES ON THE NEXT PAGE]

CITY OF MONTEBELLO
(CITY)

Ultimate Maintenance Services
(CONTRACTOR)

René Bobadilla, P.E.
City Manager

Paul Marmol
President/Owner

Dated: _____

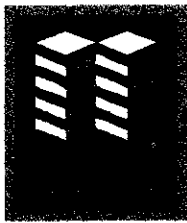
Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney



310.542.1474
info@umscorporation.com
www.umscorporation.com

4237 Redondo Beach Blvd.
Lawndale, California
90260

EXHIBIT A

To whom it may concern:

Ultimate Maintenance Services, Inc. is submitting a proposal for RFP 20-21 Citywide Custodial Services. This proposal shall be valid for 120 days from the proposal date and we acknowledge all addenda (1 and 2) issued.

We possess the skills and qualifications that the City of Montebello is seeking in a vendor, that is best suited for this contract. Our expertise in the janitorial industry and well-trained staff has given us a solid foundation to succeed in this contract. For 30 years now, Ultimate Maintenance Services, Inc. provide a wide range of cleaning solutions to their clients that are designed to ensure the absolute strict compliance with the detailed specifications, frequencies, performance requirements and contract terms contained within this RFP. This proposal comprehensively addresses the information requested in the RFP and highlights our company's qualifications and experience in the janitorial industry. Other components of this proposal include references, service methodologies, administrative capabilities, and our price proposal.

We at UMS would like to assure you that we are committed to absolute success of this janitorial services contract if UMS is selected as vendor of choice. We would like to thank you again for this opportunity and look forward to speaking with you during this bidding process. Also, we are committed to follow the state laws and Montebello Municipal Code.

Respectfully,

Claudia Salomon

Secretary/Contract Administrator

Tel: (310) 542 -1474

Email: claudia@umscorporation.com

EXECUTIVE SUMMARY

Ultimate Maintenance Services, Inc. (UMS) is a minority-owned and insured business that provides a wide range of cleaning solutions with the most efficient and innovative approaches. For over 30 years, UMS has been offering their clients customized cleaning services, including day porter services, sanitization, pressure washing and power wash cleaning, steam carpet cleaning, window cleaning, construction clean-up and Disinfection. The company was co-founded by Paul Marmol and Claudia Salomon in March, 1990 and became incorporated in California in May of 2000. The company has kept a stable financial standing throughout the years and has been established in the same office located in Lawndale for over 18 years. UMS has not been involved in any litigation, bankruptcy or reorganization and has never failed to complete a project or contract. Our office operates Monday through Friday from 8 am to 5 pm. It currently serves all Southern California counties, primarily Los Angeles, Orange County and San Bernardino, and serves clients from various industries, such as aviation, transportation, commercial, government, industrial and many more. Ultimate Maintenance Services, Inc. possesses a rich background of training and experience in servicing complex facilities with high levels of security and sensitivity. We fully understand the critical areas of concern that need continuous focused attention, that is why UMS have the top technology in equipment and Quality Management Systems such as Mounted Hot/Cold Water Commercial Pressure Washer with refillable water tank, electrostatic handheld sprayer, foggers, breathable splash/particle protection coveralls, among others.

Ultimate Maintenance Services' mission is to deliver an outstanding experience that ensures customer satisfaction through their janitorial services. To execute that mission, UMS' team is dedicated to creating and maintaining productive relationships with their clients through constant communication and quality assurance. In addition to that, the team is committed to being properly prepared for the projects undertaken through proper training. Staffing projects with well-trained project managers and team members has contributed to the company's success on hundreds of completed projects and contracts. Today, the team has grown to 5 management members based in the corporate office and over 65 members that are out on the field, that value and understand the company's mission statement and corporate values.

Paul Marmol, chief executive officer and co-founder, has worked as janitor and supervisor at UMS, for over two decades, gaining an expertise in the janitorial industry. Claudia Salomon is the office manager who oversees all administrative duties and provides support and assistance in all areas of the business, such as payroll preparation, office organization, and customer service. Based in the office, we have seven team members that are part of the management team. Sherly Garcia is responsible for recruitment, hiring, processing and other human resources duties while Sue Samfong oversees the record-keeping, invoicing, and accounting duties. We have onsite supervisors that monitor and oversee the training and performance of the onsite janitors. They have experience managing major accounts like City of Orange and City of Azusa. Additionally, Camila and Victoria Marmol implement marketing strategies to generate sales and develop business practices that can improve the overall operations of the company.

Affiliations and accreditations:

UMS is registered as a SB, DBE, MBE, WOSB, MI, S, MOSB. As we belong to a minority we are not affiliated to any organization, and our credential are as follows:

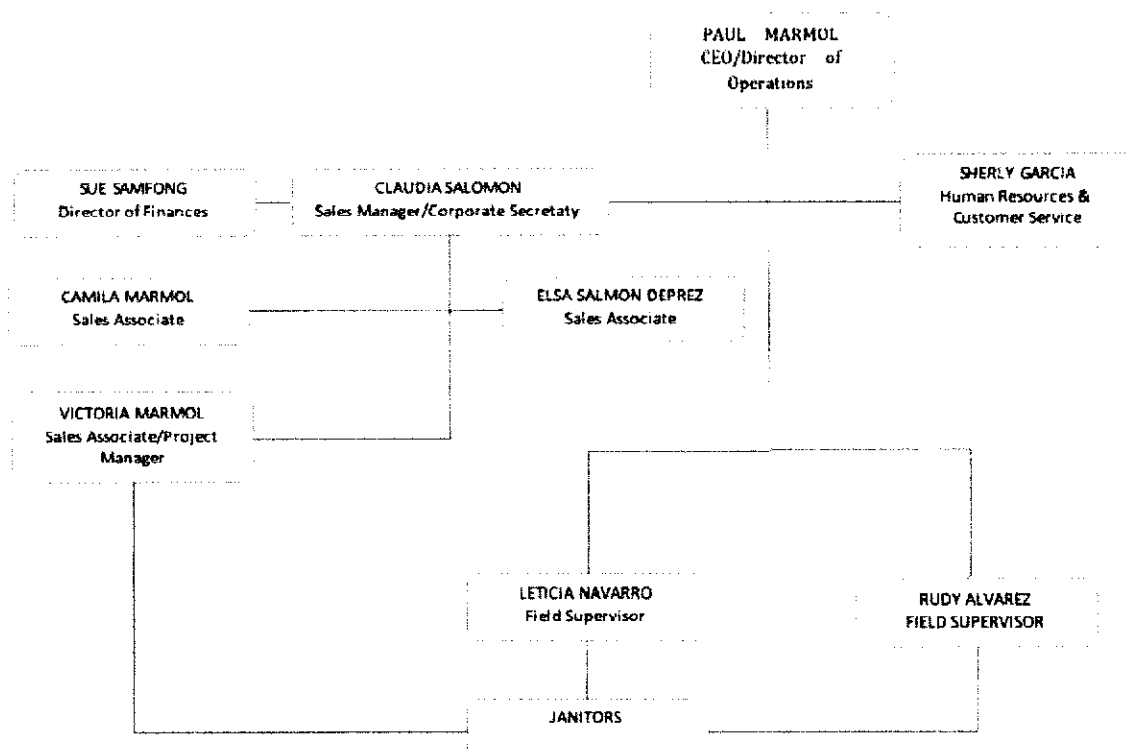
Corporation #2191385

DUN # 784013448

EIN #95-4840759

DIR # JS-LR-000016391

Organizational Structure



Qualification of Proposed Account Team

Paul Marmol

He is the president and co-founder of Ultimate Maintenance Services, Inc. With experience of 29 years, he has worked as a janitor and supervisor and has gained an expertise in this industry. He creates cleaning solutions and implement new business strategies that can improve the performance and oversees overall operations of all UMS employees.

Claudia Salomon

As co-founder, Salomon has worked on an extensive amount on contracts and has experience in this industry for over 29 years. She is responsible for administrative duties as office manager, such as office organization, payroll preparation, customer service and the development and training of the sales department as the head of sales.

Sue Samfong

She has been working for UMS for the 13 years now as the accountant. She overviews the financial operations and prepares and examines financial records of the business. She is also in charge of record-keeping, invoicing, and payroll preparation duties.

Sherly Garcia

She coordinates all human resources assignments and takes care of customer service with our accounts. She has been working at UMS for 14 years. She has a degree in Human Resources from El Camino Community College. Garcia's duties include recruiting, screening, interviewing, and hiring employees. She also handles employee relations, payroll, benefits, and training.

Elsa Salmon DePrez

Graduated with an Industrial Electrical Engineering degree, Elsa has over 5 years of experience in the janitorial industry. She conducts job walks and assist with sales proposals while implementing corrective and preventive processes and protocols.

Victoria & Camila Marmol

Both Victoria and Camila have received degrees from Loyola Marymount University in Entrepreneurship and have applied that education to UMS. As sales associates, they are charge in generating new sales leads through marketing plans and maintaining relationships with new and existing clients.

Rudy Alvarez & Leticia Alvarez

Both supervise and monitor existing operational processes and protocols and analyzes its effectiveness. Rudy and Leticia have been working for the company for 5 years and works closely with Paul and Claudia.



Janitors

We have approximately 65 employees. Each employee will be required to go through Ultimate Training Program. They are also required to be clean and neat, wear a branded uniform, ID, and safety gear. In addition to that, all employees must good driving record and pass an intensive background check.

Claudia Salomon has been on the Custodial Industry for 30 years. She has been the assigned as contact person and Contract Administrator for this project, her information is as follow:

Claudia Salomon, Sales Manager and Corporate Secretary

Phone 310.542.1774 Ext 18 Cell 310.505.5858

Address: 4237 Redondo Beach Blvd., Lawndale CA 90260

Employees

UMS has planned for this project a total of 13 permanent full time/part time employees that will be scheduled in conformance to the task to be performed. A part time employee can aspire to become a full-time employee after they passed the three-month probation period and have proven to be suitable to perform in full all tasks required, possess the experience, and has received the proper training. Our company have a permanent, cyclical training program to develop the skills, talent and perfect the performance of our employees, in this way we have 80% of our employees working as permanent full-time employees.

SERVICE DELIVERY

The key to success in any janitorial services contract is the key management that will be assigned not only to manage the operations on site, but the management resources available 24/7 to support and ensure the success of the project. We have methodologies at UMS to prepare ourselves for a contract and to manage janitors throughout the duration of the contract. We implement these methodologies to ensure all requirements and specifications are met. We utilize an implementation plan for all UMS employees to be well-prepared to begin the project, which include our training that primarily consist of company safety, policies, and procedures. In addition to that, UMS implement quality control procedures to ensure client satisfaction and execution.

Implementation Plan

Ultimate Maintenance Services, Inc. provides a cleaning service program that guarantees an absolute seamless transition due to our extensive experience and knowledge in transitioning, managing and operating complex facilities for 29 years. We endeavor to identify all issues, responsibilities and risks prior to commencement and immediately began a smooth implementation process.

Directly following the contract award notification, UMS will commence all time sensitive transition tasks, such meeting contract executive deadlines, submitting insurance certificates and other required contractual deliverable items. At our initial meeting with our client, we discuss any contract specifications that has been modified and establish communication channels with them. After the initial meeting with our client, our team determines all other deliverables, start and completion dates and all resources required.

Employment Practices

The head of HR handles the recruitment, hiring and interviewing process with incumbent employees from the previous contractor, current UMS employees and newly hired employees. She interviews the employees on their past janitorial experience and technical skills. Depending on the contract requirements, HR will conduct screening that include standard background check, criminal/sex offender background checks, drug screening, reference checks and/or certification checks, if necessary, through the Montebello Police Department, this applies for all employees that will be assigned to this project. HR will also get their uniform sizes and order their ID badges. We keep also records of each contract and the personnel assigned to that contract. Information contains name, contact information, payroll information, terms of employment. We contain the paper format and electronically of these records for at least 6 years. Each Janitor receive the most rigorous training in the cleaning industry to ensure they are well-versed in the latest and most effective cleaning technologies before commencing any project; our supervisors receive special training regarding supervising tasks besides the normal required training. We



have implemented free-drugs, nicotine and alcohol work environment, non-discrimination, equal employment opportunity and sexual misconduct/harassment policies that are strictly enforced.

The head of HR handles the recruitment, hiring and interviewing with incumbent employees from current UMS employees and newly hired employees.

Our employees will begin the training process to review our company policies and procedures, regarding operations, safety, equipment, and conduct. The project manager reviews and educates the assigned personnel on the contract's cleaning requirements, specifications, and confidentiality. He will also finalize the work schedules and assignments for each facility. Once that is done, uniforms, ID badges and safety gear will be distributed (see below images of UMS IDs and shirt). The delivery of equipment and supplies will occur a day or two prior to effective start date. On the start date, the supervisor will be on-site to make sure the assigned personnel have guidance and help if needed. We ensure that all equipment and supply deliveries are successfully made before to commencement of services. Additionally, several inspections will be conducted within the first couple weeks of the start date.

Employee Benefits

UMS employees receive medical insurance after pass the probation period, a full week of vacation after one year, starting contract date, bereavement leave policy and all benefits required by law. Employees assigned to this contract will be paid hourly.

Safety

At UMS, we manage and mitigate risk through our safety and training programs. To maintain our high levels of productivity and work quality and decrease the chance of incidents, we teach safety awareness to each employee. We take these preventative measures to enhance the safety of employees and the public and we ensure that training, inspections, and reporting are following government agencies and company policy-yours and ours.

UMS strictly enforce all safety policies and procedures and hold supervisors and other managers accountable for fairly and consistently enforcing company safety rules. Our company provide our employees with safety gear and equipment to protect them and keep the possibility of an injury as low as possible. Prior to starting a job each day, janitors are instructed to inspect work areas, equipment, and job sites for hazards and report any unsafe conditions to their supervisor so that corrections can be made. We require our supervisors to strictly enforce using the personal and protective equipment that is provided. Personal and protective equipment is always used, especially if employees are in contact with hazardous substances. Disregard for our company's safety rules is grounds for disciplinary action, including possible termination. If an accident happens, we have developed procedures that enable us to report it immediately, file claims documentation properly and provide employees with the resources to be able to return to work in a reasonable timeframe.



Accident Investigation and Reporting

Any workplace accidents, hazardous substance exposures and near-accidents will be investigated by the operations manager. Once any of these incidents occur, it is UMS's protocol to immediately report to the operations manager and a first responder if needed. The operations manager will visit the scene as soon as possible and interview the affected employees on-site. He will then examine the workplace and take correction action to address the problem and prevent any future human suffering. The incident will be recorded on OSHA's Form 301.

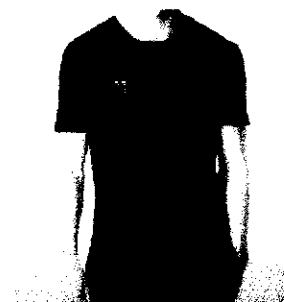
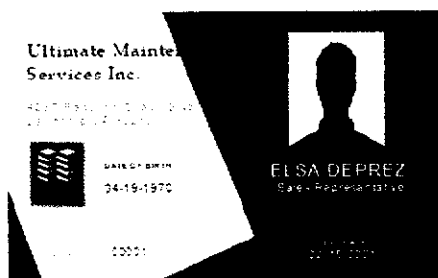
Training

It is a Cal/OSHA requirement to provide training to our employees when they are first hired, when they are assigned to a new job and when new equipment or substance is introduced. At UMS, we provide an online training session for new hires and on-hands training for all UMS employees. Any certifications or licenses that employees are required to have will be completed prior to commencement. It is company policy to not perform any task that he or she is not equipped or certified to do, or that is not specified in the scope of work. We provide specific instructions to all workers regarding hazards unique to each job assignment to the extent that such information was not already covered in training listed below.

Training include, not limited to:

- Explanation of our Injury and Prevention plan, emergency action plan, and fire prevention plan and measures for reporting any unsafe conditions, work practices and injuries.
- Provisions for medical services and first aid, including emergency procedures.
- Proper cleaning techniques and procedures, such as cleaning up spills and keeping areas neat and orderly.
- Proper storage procedures to prevent stacking goods in an unstable manner and storing materials and goods against doors, exits or electrical panels.
- Handling and storage of chemicals.
- Handling and use of supplies and equipment.

**Refer to Implementation Schedule*



Quality Control Program

As part of the overall management plan, quality control is a daily routine for the company and all our employees. We apply a total quality management system that is designated to assist management in planning its labor force, cost control, and accountancy for the success of the company's business. Therefore, we have a clear understanding of the overall management needed for this project.

- An inspection system which consists of supervisors conducting random and scheduled inspections on a weekly basis to make sure everything is running smoothly
- Completion of daily and weekly checklist of the cleaning/disinfection specifications and deliverables and monthly reports to make sure all requirements are met
- Daily and weekly communication with main contact to ensure client satisfaction
- Inventory checks of equipment and supplies to ensure orders are processed in a timely manner to maintain adequate levels of supplies
- Customer Satisfaction Measure through VOC (Voice of Customer Program) and a Corrective/Preventive Action Program

If during an inspection a maintenance issue is found, we will notify Montebello in a timely manner. UMS will correct any areas where discrepancies are found and will take corrective action to resolve the issue and prevent it from occurring in the future. The issue will be addressed immediately, no later than 5 hours after identification. If an emergency issue occurs, UMS will respond within a couple hours. Our Supervisors also will notify as soon as is found, by written /verbally any fixtures or installation that needs repair or is damaged to preserve and ensure your building are fully operational.

IMPLEMENTATION SCHEDULE

[CONTRACT NAME & NUMBER]

[illegible]

[illegible]

Inventory & Supplies

Supervisors are responsible for maintaining inventories of equipment and supplies levels by ensuring orders are processed in a timely manner to maintain adequate levels of supplies. They are entitled in the making decision and immediate application of corrective and preventive measures. Inoperative equipment will be referred to corporate or repair for replacement. Supervisors and personnel on field are responsible to use only authorized equipment, chemicals, and supplies. Also, they ensure that all materials and supplies are catalogued as green by industry standards. All supplies and equipment will be transported and delivered in one of our branded, white fleet vans, where supplies are equipped in a temperature-controlled environment. We are to use the chemicals, consumables and equipment that are previously authorized/recommended/provided by the City of Montebello in accordance with this RFP. All the equipment to be used is exclusive for this project.

All UMS vehicles have white exteriors branded with the company logo that displayed the company name clearly and follows the California Vehicle Code.



Yard with vehicles



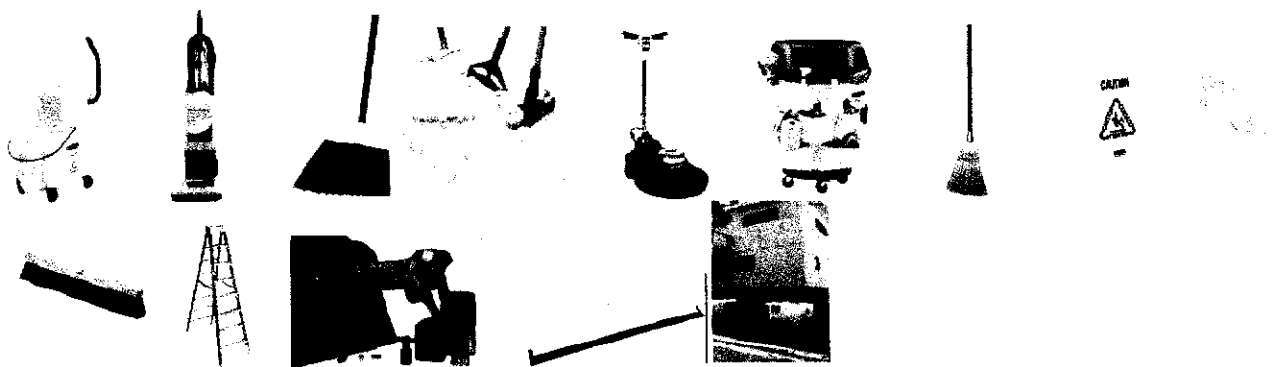
Main Office



Warehouse with equipment and Supply Room



The following are samples of our equipment:



Communication & Customer Service

Our team at UMS strongly believe that communication is key to establishing a strong relationship with our clients and we take measures in doing so. At UMS, we fully understand that this industry is very client-focused and because of that, we are motivated to consistently improve client satisfaction and deliver resolution of conflict, issues, concerns and non-scheduled work order requests/special events. Our team has an unwavering commitment to customer service and maintaining strong and productive relationships with our clients. Our Supervisor is enabled to report our performance, manage complaints, and complete in time, the schedule as requested in this RFP. We are very responsive and communicative with our clients prior and during the duration of the contract. All calls and emails are responded immediately or within a couple hours. Our supervisor for this project will always be in communication with the contract administrator. Also, we will provide contact information for every member responsible for this account.

Contact Information

Office: (310) 542-1474
Toll-Free: (800) 473-0759

Paul Marmol, President/Owner
paul@umscorporation.com (310) 505-5857

Claudia Salomon, Office Manager
claudia@umscorporation.com (310)
505-5858 (24/7/365)
Availability: 24/7/365

Sue Samfong, Accountant
sue@umscorporation.com

Sherly Garcia, HR/Customer Service
sherly@umscorporation.com

Chemical and Hazard Assessment

This Cal/OSHA regulation requires UMS to provide information to employees about the chemicals and other hazardous substances to which they may have access at work by providing Material Safety Data Sheets (MSDSs), chemical labels, and training.

Updated MSDS are given to the client and to our employees. They identify the manufacturer, contents, toxicity, and safety hazards of the chemical product. It also describes routes of exposure and explains how to prevent health problems. Our supervisors and janitors are informed on how to read the MSDS and where the MSDSs are kept. In addition to that, supervisors and janitors are required to make sure all products with hazardous ingredients are properly labeled and stored.

Some company rules regarding chemical hazards include:

- Use milder cleaning products for daily cleaning and use stronger chemicals for specialized services or stubborn stains.
- Do not mix any chemicals, only if it is instructed by the manufacturer.
- Close all containers and secure the lids, when not in use.
- Always wear safety gear when using any chemicals.

Periodic inspections to identify and evaluate workplace hazards shall be performed by the supervisor assigned to the job or by the operations manager. These inspections occur when:

- New substances, processes or equipment are presented that can be potential hazards.
- New, unidentified hazards are recognized.
- Occupational injuries and illnesses occur.
- Whenever workplace conditions warrant an inspection.

Especially with this current climate, safety is our priority and critical for the methodologies that makes our company successful. Our personnel are provided with personal and protective safety gear to handle and, which include facial masks, goggles, vests, gloves, rubber boots, ear plugs and hazmat suits (if needed). It is a safety requirement at UMS for every janitor to be educated on how and when to use these safety devices and disregard for our company's safety rule is grounds for disciplinary action. All works performed by our janitors are following our cleaning protocols based on governmental and environmental regulations to help to control the spread of any disease as coronavirus (COVID-19) under the prevention and sanitation procedures from CDC. We work with anti-microbial impregnated microfiber cloths designed to trap dirt and hold it in a positively charged state for more effective cleaning and removes 100% of all dust particles. We use



backpack vacuums with HEPA filters for clean air and capture up to 99% of dust mites, pollen, viruses, bacteria, and chemical residue, they help to reduce the risk of respiratory infection. Cleaning chemicals that cover a greater area while using less product reducing fumes that can be harmful for health and hospital strength disinfectants for broad spectrum coverage.

Technical Cleaning Approach/Work Plan

UMS Inc. believes a continuously clean and disinfected working and living environment is a healthy working and living environment. Our systematic approach to establishing and maintaining the highest standards of cleanliness means you can focus on your work and your customers. A clean facility projects an image of professionalism and quality to customers but also creating a safe and healthy working environment for your employees. We contribute to your welfare and productivity with:

- A comprehensive cleaning schedule designed specifically for your facility
- Quality assurance processes that consider your point of view
- The use of non-toxic, non-caustic cleaning solutions approved by the United States Environmental Protection Agency (EPA)
- “Green” cleaning chemicals that promote improved air quality
- Hospital-grade disinfectants that kill bacteria, pathogen as (COVID-A9) and germs
- Ability to disinfect your entire facility to prevent a bacterial or viral outbreak at any time
- Monitoring supplies and just in time restocking
- Proactive communication and prompt response at any time a need arises
- A well- trained and experienced cleaning crew in hazardous materials and disinfecting.
- Top of the line cleaning brand-new equipment that removes effectively dust and dirt.
- Professional and highly skilled Janitors that are courteous and able to resolve any emergency event.
- SMS Data sheet on site
- Training sheet records per janitor on site

Implemented contracts on effective start date, include the following:

- Development and maintenance of the quality assurance program that protects the needs and wants of the client
- An inspection system that covers all the tasks and services provided by UMS
- A method of identifying and fixing deficiencies in the quality of services performed before completion
- Preparation to dispatch key personnel to the site immediately upon notice of contract award.

Brief Description of Cleaning Methods

We created a Daily checklist that follows instructions from ours SOPs (Standard Operating Procedure). Our Janitors are to use facial mask, safety vest, gloves and goggles and PPE (Personal Protective Equipment) as required to perform the activity and they adhere to the

manufacture's recommendations of equipment usage and its maintenance guidelines. Our employees are trained in the scope of work before starting with a project. Our system is adaptable to any contingency that arise, saving time and resources. Below some descriptive examples of our SOPs (They have been shortened for space).

Cleaning and Dusting surfaces:

1. Clean surfaces from the top down and from left to right. Start by wiping the dust off your walls and/or vents as needed.
2. Use a duster with extension pole for dusting high surfaces, lighting and vents as needed.
3. Dry dusting to remove the particles without damaging a wall's surface, a damp cloth could be used depending on the type of paint or wall covering.
4. Use the ¼ Cloth Method to complete the dust off and debris removal from horizontal surfaces by using a wet microfiber rags, color coded to reduce significantly cross-contamination from horizontal surfaces, use Citrucide or another cleaning agent approved by CDC and follow the usage recommendation stated on the MSDS (Material Safety Data Sheet).
5. Cleaning/disinfecting all shared equipment /devices without exception and high touch points.
6. Upholstered seats should be vacuumed, and damaged seats reported to be replaced/restored (take pictures and send them to your Supervisor)

Sweeping and moping

1. Place a warning sign on site
2. Sweeping to remove gross contamination from floors. Use a broom or a microfiber mop.
3. Pick up debris and dust with a picker and dispose properly.
4. Mop the floor using a wet microfiber mop or regular mop to remove any oil, grease, micro-organisms, or exudates with cleaning and brightening agents. Use a bucket of water and mix the cleaning agent.
5. Removing sticky food and liquids: Use a bucket of water with a broom to brush away all debris and wiping them using a damp towel
6. If liquid spills are found on floor, take a pic and report your supervisor for further instructions.
7. Remove the liquid spills with a dry micro-fiber rag until is completely dry.
8. Remove warning signs after surface are completely dry

General Wet Disinfection Procedure

1. Identify the high touch points to be treated
2. Apply the disinfectant to the contaminated surfaces in accordance with the site-specific plan and product label using a microfiber rag. (Do not spray the product to avoid damage to equipment)
3. Ensure that the disinfectant has had adequate contact time as specified on the disinfectant label. Note that the recommended contact time will vary by the type of surface being treated, and reapplication of disinfectant may be necessary to achieve the product label-indicated contact time.
4. Completely rinse the chemical disinfectant with water. Allow surfaces to thoroughly air dry before utilizing the area.
5. Ensure that any unused disinfectant concentrate and solution are either stored in accordance with the label instructions and the site-specific health and safety plan or properly disposed.

Note: if Client requires a major coverage and protection, we are specialists on electrostatic cleaning also.

Recycling/Picking up trash:

1. Remove lid and liner from bin and close the liner with a knot. Put aside
2. Use color-coded bags for recycling trash from canisters if specified and place it in its interior
3. Place and clean the lid
4. Clean with a damp cloth the cannister as needed
5. Dispose the trash in the designated trash container following the color code

Window Cleaning:

1. Remove dust and dirt by cleaning with a hand towel. Wet the glass with and a window washing solution or Windex.
2. Scrub to remove grease deposits or stubborn debris
3. Washing all windows interior and exteriors including all exposed surfaces and wipe them down using towel dry water to eliminate water spotting.

Special Services

1. Gum removal using plastic scrapers and solvents from any surface and structure they are adhered
2. All type of posting (propaganda, flyers, notes, etc.) not authorized will be removed previous authorization from the Agency.
3. Before the removal of graffiti/ink from vandalized areas, pictures will be taken and shared with the Agency assignee. Removal graffiti solutions will be used to resolve graffiti on delicate surfaces to the most stubborn and most difficult removals on porous surfaces and everything in between, having on mind the preservation and care of the specific surface and manufacturer's directions. Initial removal of graffiti, gum and unauthorized items be attempted with the least aggressive removal method possible.

Disinfection Protocols

All works performed by our Janitors are following our cleaning protocols based on governmental and environmental regulations to help to control the spread of any disease as Coronavirus (COVID-19) under the prevention and sanitation procedures from CDC. We work with anti-microbial impregnated microfiber cloths designed to trap dirt and hold it in a positively charged state for more effective cleaning and literally removes 100% of all dust particles; these cloths are also color-coded to eliminate cross-contamination. We use backpack vacuums with HEPA filters for clean air and capture up to 99% of dust mites, pollen, viruses, bacteria, and chemical residue, they help to reduce the risk of respiratory infection. UMS use cleaning chemicals that cover a greater area while using less product reducing fumes that can be harmful for health and hospital strength disinfectants for broad spectrum coverage. We count with an Electrostatic/ Fog disinfection System, allowing to cover more and difficult areas for your peace of mind.

Recycling

UMS prevent pollution and waste costs by a proper recycling. Our goal is to reduce respiratory hazards (dust and airborne contaminants), increase efficiency of compactors and reduce the exposure to harmful chemical and biological substances and contribute to promote a healthy environment. We are following OSHA and HEPA regulations, we help to be following the General Duty Clause of the OSHA Act, which requires employers to keep their workplace free of serious recognized hazards.

Vandalism/Damage to Facilities

Before the removal of graffiti from any vandalized areas and surfaces, pictures will be taken and shared with the Agency assignee.

All type of posting (propaganda, flyers, notes, etc.) not authorized will be removed previous authorization from our Client.

FINANCIAL & ADMINISTRATIVE CAPABILITIES

Effective financial and administration and administration management is crucial to running a business in general. At UMS, we understand the importance of streamlining financial processes and administrative responsibilities to ensure efficient and effective operations internally and externally. Throughout the 30 years of operating, we have learned to implement systems that will help us manage cash flow and streamline accounting capabilities. It is important to note that Ultimate Maintenance Services, Inc has no litigation or lawsuits. We have constantly maintained a good financial standing over the years.

In terms of invoicing and receiving payment, our team, specifically our director of finance, Sue Samfong, sends an invoice to the main contact of the contract via mail or email, whichever method the contact prefers. The invoice will be sent on the first of the month and must be paid in net 30 or 60 days. Payment can be paid with credit card, cash, or check.

REFERENCES

City of Orange

637 W Struck Orange, CA 92866

Contact: Matthew Lorenzen

(949) 742-1731 mlorenzen@cityoforange.org

Dates: April 2015- Present

Ranges from 1,500 sqft to 100,000 sqft per location

Areas: City Hall, Civic Center, Public Library, Senior Citizens Center, Corporate Yards, Police Headquarters, Parks, Gym, Recreation Center, General Offices, Admin Buildings, Restrooms

Services: Day porter and night services daily, floor care on a weekly basis, carpet cleaning and window cleaning monthly, deep cleaning and other special services and disinfection.

City of Azusa

213 E. Foothill Blvd Azusa, CA 91702

Contact: Robert Delgadillo

(626) 812-5248 rdelgadillo@azusaca.gov

Contract Dates: May 2014- Present and Renewed twice

Ranges from 4,000 sqft to 71,000 sqft per location

Areas: Police Department, Memorial Park Public Areas, City Library, City Hall, City Yards, Memorial Park Admin Building, Auditorium, Women's Club, Boy Scout House, Aquatic Center, Light and Water Admin Building, Senior Center, Parks.

Services: Day porter and night services daily, floor service and interior cleaning daily, spot cleaning on a weekly basis, window cleaning quarterly, carpet steam cleaning bi-annually

City of Malibu

23825 Stuart Ranch Road

Malibu CA 90265

Service locations: Malibu City Hall, Malibu Bluffs Park, Michael Landon Recreation Center, Malibu equestrian park, Las Flores Creek Park, Charmlee Wilderness Park and Trancas Canyon Park

Contact: Rick Frederiksen

(310) 456 2489 ext 266

Fax (310) 456 0339

rfrederiksen@malibucity.org

Areas: Admin and office areas, restrooms, lunchrooms, parks

Services: Sanitation and disinfection daily, including floors, carpets, and windows cleaning.



ONSITE WORK EMERGENCY RESPONSE PROTOCOL

Emergency response Definition: An Emergency response includes any systematic response to an unexpected or dangerous occurrence during the performance of duty.

Goal: This procedure has been developed to follow the steps in case of medical emergency due to injuries at work site suffer by personnel and to mitigate the impact of the emergency event in people and environment.

Role: Supervisor is responsible to transport the injured employee to the designated Emergency medical facility and follow this procedure.

Supervisor is to call the emergency room and then report immediately the injury incident to Claudia Salomon over the phone 310.505.5858

Supervisor is to ensure that the area of the incident is clear of a hazardous materials or conditions and all people around is safe.

How to proceed:

Employee Incident Protocol What to do when injury occurs

When injured at work there are three (3) steps you need to take:

1. Promptly report the injury to your direct supervisor.
 2. If medical treatment is beyond first aid, complete the employee portion of the Incident Report Sheet and return it to the supervisor.
 3. Obtain medical care promptly at designated facility or predesignated physician as set forth in Labor Code section 4600(d) (1)-(d) (2).
- If emergency treatment is required:
 1. Go to the nearest emergency room.
 2. If unable to drive, ask your supervisor to take you to the nearest emergency room.



310.542.1474

info@umscorporation.com

www.umscorporation.com



4237 Redondo Beach Blvd.

Lawndale, California

90260

3. Report the injury to your supervisor as soon as possible.

- For non-emergent care:

1. Refer to County Approved Physicians and Medical Facilities and schedule a medical appointment. If you are unable to work because of the injury, there are two (2) additional steps you need to take:

1. Provide your supervisor with medical certification of:

- o Any and all disability leave dates.
- o Any and all changes in disability leave dates.

2. Ask your supervisor to provide transitional/modified work. It is especially important that you keep your unit supervisor informed of your leave dates. Your supervisor will need copies of your treating physician's certificate(s) stating the date(s) of your medical disability. Your supervisor should also be informed of all future changes in those dates. Failure to provide this information may delay your workers' compensation payments and/or affect your other insurance coverage.

Designated Emergency Medical Facility:

OPTION 1: Beverly Hospital
309 W Beverly Blvd, Montebello, CA 90640
(323) 726-1222
beverly.org

OPTION 2: Barlow Respiratory Hospital at PIH Health Hospital Whittier
12401 Washington Blvd, Whittier, CA 90602
(213) 250-4200
barlowhospital.org

IMPORTANT DOCUMENTATION

State of California
Department of Industrial Relations
Division of Labor Standards Enforcement
Licensing & Registration Unit
1515 Clay Street, Ste. 1902
Oakland, CA 94612



Registration Number:
JS-LR-000016391

JANITORIAL SERVICES REGISTRANT WITH EMPLOYEES

Effective Date	Expiration Date
11/21/2020	11/21/2021

Ultimate Maintenance Services, Inc.
4237 Redondo Beach Blvd.
LAWNDALE, CA 90260

Workers Compensation Insurance Expiration Date:
2/12/2021

Branch 1- DBA N/A

4237 Redondo Beach Blvd., LAWNDALE, CA 90260

Having paid to the Labor Commissioner of the State of California the required Registration Fee is hereby granted a registration to conduct the business of Janitorial Services in the State of California at the location(s) listed above and effective for the period designated above in conformity with the provisions of Chapter 4, Part 4.2, Division 2 of the Labor Code and the rules and regulations issued thereunder by the Labor Commissioner.

THIS REGISTRATION IS NOT TRANSFERABLE AND IS VALID ONLY AT THE REGISTERED OPERATING LOCATION INDICATED ABOVE.

ALTERATIONS WILL VOID THIS REGISTRATION

EXHIBIT B

CITY OF MONTEBELLO CITYWIDE CUSTODIAL SERVICES

RFP PROPOSAL SHEET

I, the undersigned, have read and understand the attached specifications for Custodial Services. Further, I attended the Pre-bid Conference and Site Inspection, as required by the specification. If awarded the contract, I agree to perform the work in accordance with the terms and conditions of the RFP.

Bid Amounts:

For custodial services, by location, as outlined in the specifications:

Recreation and Parks Department:

a. City Hall:	<u>\$ 3,500.00 /month</u>	<u>\$ 42,000.00 /Annual</u>
b. Acuna Park (Parks and Recreation Office Building):	<u>\$ 700.00 /month</u>	<u>\$ 8,400.00 /Annual</u>
c. Acuna Park (Outside Restrooms):	<u>\$ 450.00 /month</u>	<u>\$ 5,500.00 /Annual</u>
d. Ashiya Park (Outside Restrooms):	<u>\$ 575.00 /month</u>	<u>\$ 6,900.00 /Annual</u>
e. City Park (Outside Restrooms):	<u>\$ 850.00 /month</u>	<u>\$ 10,200.00/Annual</u>
f. City Park (Gym & Youth Center):	<u>\$ 750.00 /month</u>	<u>\$ 9,000.00 /Annual</u>
g. City Park (Aquatic Upstairs):	<u>\$ 700.00 /month</u>	<u>\$ 8,400.00 /Annual</u>
h. City Park (Aquatic Downstairs):	<u>\$ 300.00 /month</u>	<u>\$ 3,600.00 /Annual</u>
i. Senior Citizen Center:	<u>\$ 1,600.00 /month</u>	<u>\$ 19,200.00 /Annual</u>
j. Golf Course (Bicknell Scout House):	<u>\$ 450.00 /month</u>	<u>\$ 5,400.00 /Annual</u>
k. Grant Rea Park (Recreation Building):	<u>\$ 425.00 /month</u>	<u>\$ 5,100.00 /Annual</u>
l. Grant Rea Park (Community Room):	<u>\$ 425.00 /month</u>	<u>\$ 5,100.00 /Annual</u>
m. Grant Rea Park (Outside Restrooms):	<u>\$ 1,100.00 /month</u>	<u>\$ 13,200.00 /Annual</u>

n. Holifield Park (Recreation Building):	<u>\$ 600.00 /month</u>	<u>\$ 7,200.00 /Annual</u>
o. Holifield Park (Community Room):	<u>\$ 1,300.00 /month</u>	<u>\$ 15,600.00 /Annual</u>
p. Holifield Park (Outside Restrooms):	<u>\$ 500.00 /month</u>	<u>\$ 6,000.00 /Annual</u>
q. Potrero Heights Park (Recreation Building):	<u>\$ 475.00 /month</u>	<u>\$ 5,700.00 /Annual</u>
r. Potrero Heights Park (Outside Restrooms):	<u>\$ 575.00 /month</u>	<u>\$ 6,900.00 /Annual</u>
s. Reggie Rodriguez Park (Community Room):	<u>\$ 1,200.00/month</u>	<u>\$ 14,400.00/Annual</u>
t. Reggie Rodriguez Park (Outside Restrooms):	<u>\$ 575.00 /month</u>	<u>\$ 6,900.00 /Annual</u>
u. Sanchez Adobe Park (Office Building):	<u>\$ 1,500.00 /month</u>	<u>\$ 18,000.00 /Annual</u>
v. Sanchez Adobe Park (Outside Restrooms):	<u>\$ 625.00 /month</u>	<u>\$ 7,500.00 /Annual</u>
w. Taylor Ranch Park (Outside Restrooms):	<u>\$ 575.00 /month</u>	<u>\$ 6,900.00 /Annual</u>
x. Taylor Ranch Park (Community Room):	<u>\$ 350.00 /month</u>	<u>\$ 4,200.00 /Annual</u>
y. Transit Department:	<u>\$ 1,100.00/month</u>	<u>\$ 13,200.00/Annual</u>
z. Police Department:	<u>\$ 6,500.00/month</u>	<u>\$ 78,000.00 /Annual</u>
aa. Public Works (Corporate Yard):	<u>\$ 600.00 /month</u>	<u>\$ 7,200.00 /Annual</u>
ab. Metrolink Station (Public Restroom)	<u>\$ 600.00 /month</u>	<u>\$ 7,200.00 /Annual</u>
Combined Total:	<u>\$ 28,900.00 /month</u>	<u>\$ 346,800.00 /Annual</u>

**CITY OF MONTEBELLO
CITYWIDE CUSTODIAL MAINTENANCE SERVICES
RFP
As-needed Custodial Services**

Service Type	Fixed Hourly Rate
Restroom Porter Services	23
Kitchen Porter Services	23
Power Cleaning Restrooms	30
Floor Stripping/Carpet Cleaning	30

For this quotation to be valid, this sheet must be signed.

Ultimate Maintenance Services Inc.

Claudia Salomon

Company Name

Representative's Name



1/5/21

Signature

Date

CALIFORNIA NEWSPAPER SERVICE BUREAU

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LAURIE AGUILAR
 CITY OF MONTEBELLO/CITY CLERK
 1600 W. BEVERLY BLVD
 MONTEBELLO, CA 90640

COPY OF NOTICE

Notice Type: RFP REQUEST FOR PROPOSALS

Ad Description
 RFP NO. 21-20

To the right is a copy of the notice you sent to us for publication in the MONTEBELLO NEWS. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

12/03/2020

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	\$315.00
Total	\$315.00

EWA# 3420104

**NOTICE INVITING PROPOSALS
 FOR CITYWIDE CUSTODIAL SERVICES
 RFP NO. 21-20**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as "AGENCY," invites sealed Proposals for the above stated project and will receive such Proposals in the office of the City Clerk, 1600 West Beverly Boulevard, Montebello, California 90640 or via the PlanetBids vendor portal found on the City of Montebello's official website up to the hour of 3:00 p.m. on Wednesday, January 6, 2021.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640.

A mandatory pre-proposal meeting will be held at a location at 1700 W. Victoria Ave., at 11:00 a.m. on Wednesday, December 9, 2020. A brief tour of some of the job sites will be available to interested parties.

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

Proposals must be prepared on the approved Proposal forms in conformance with the instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

The successful Contractor and Subcontractors are notified that they shall comply with all applicable state laws, Montebello Municipal Code, will be required to possess business licenses from the City, and other requirements as set forth in the contract requirements.

Addenda issued during the time of bidding shall become a part of the documents furnished to bidders for the preparation of proposals, shall be covered in the proposals, and shall be made part of the final contract.

The solicitation of Proposals has been developed in the Request for Proposal (RFP) format. Accordingly, bidders should take note that multiple factors as defined in the RFP will be considered by the City to determine which Proposal best meets the requirements set forth in the RFP documents. Price will be considered as part of the evaluation, but other factors under consideration include, but are not limited to, proposed methodology, quality control program, experience of staff, experience of management team, quality of equipment, tools and uniforms. The City reserves the right to negotiate the terms of any resulting contract. Final contract award, if any, will be made by the Montebello City Council. 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 Laurie Aguilar, Management Analyst at laaguilar@cityofmontebello.com.

THE DATE OF SOLICITATION: Tuesday, November 24, 2020

PRE-PROPOSAL MEETING: Wednesday December 9, 2020 at 11:00 a.m. at a location at 1700 W Victoria Ave., Montebello, CA 90640

SUBMITTAL DUE DATE: Wednesday, January 6, 2021 @ 3:00 p.m.

BID OPENING: Wednesday, January 6, 2021 @ 4:00 p.m. at City Hall

12/3/20
 EWA-3420104#

MONTEBELLO NEWS



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CITY OF MONTEBELLO

Request for Proposals

RFP No. 21-20

CITYWIDE CUSTODIAL SERVICES

Release Date: November 24, 2020

Due Date: January 6, 2021 @ 3:00 p.m.

Proposal Opening: January 6, 2021 @ 4:00 p.m.

TO PROSPECTIVE BIDDERS

The City of Montebello invites your firm to submit a proposal in accordance with this Request for Proposals (RFP). Your response to this request will be evaluated to determine the qualifications of your firm. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION:

November 24, 2020

THE PROJECT:

Project Name: Citywide Custodial Services
Location: Various

THE OWNER:

Name: City of Montebello
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90640
Contact: David Sosnowski, Director of Recreation & Community Services
Contact Phone: (323) 887-4540
Contact E-Mail: dsosnowski@cityofmontebello.com

PROPOSAL CONTACTS

Any questions concerning this RFP and all correspondence must be submitted via e-mail to the following contact:

Name: Laurie Aguilar, Management Analyst
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90640
Contact: Laurie Aguilar, Management Analyst
Contact Phone: (323) 887-1200 Ext. 374
Contact E-Mail: laguilar@cityofmontebello.com

FOR CITYWIDE CUSTODIAL MAINTENANCE

RFP No. 21-20

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NOTICE INVITING PROPOSALS
FOR CITYWIDE CUSTODIAL SERVICES

RFP NO. 21-20

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as "AGENCY," invites sealed Proposals for the above stated project and will receive such Proposals in the office of the City Clerk, 1600 West Beverly Boulevard, Montebello, California 90640 or via the PlanetBids vendor portal found on the City of Montebello's official website up to the hour of 3:00 p.m. on Wednesday, January 6, 2021.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640.

A **mandatory pre-proposal meeting** will be held at Acuña Park located at **1700 W. Victoria Ave., at 11:00 a.m. on Wednesday, December 9, 2020.** A brief tour of some of the job sites will be available to interested parties.

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

Proposals must be prepared on the approved Proposal forms in conformance with the instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

The successful Contractor and Subcontractors are notified that they shall comply with all applicable state laws, Montebello Municipal Code, will be required to possess business licenses from the City, and other requirements as set forth in the contract requirements.

Addenda issued during the time of bidding shall become a part of the documents furnished to bidders for the preparation of proposals, shall be covered in the proposals, and shall be made part of the final contract.

The solicitation of Proposals has been developed in the Request for Proposal (RFP) format. Accordingly, bidders should take note that multiple factors as defined in the RFP will be considered by the City to determine which Proposal best meets the requirements set forth in the RFP documents. Price will be considered as part of the evaluation, but other factors under consideration include, but are not limited to, proposed methodology, quality control program, experience of staff, experience of management team, quality of equipment, tools and uniforms. The City reserves the right to negotiate the terms of any resulting contract. Final contract award, if any, will be made by the Montebello City Council.

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 Laurie Aguilar, Management Analyst at laguilar@cityofmontebello.com.

THE DATE OF SOLICITATION:

Tuesday, November 24, 3030

PRE-PROPOSAL MEETING:

Wednesday, December 9, 2020 @ 11:00 a.m. –
Acuña Park, 1700 W Victoria Ave.,
Montebello, CA 90640

SUBMITTAL DUE DATE:

Wednesday, January 6, 2021 @ 3:00 p.m.

BID OPENING:

Wednesday, January 6, 2021 @ 4:00 p.m. at City
Hall

GENERAL INFORMATION

PRE-PROPOSAL MEETING

A **mandatory pre-proposal meeting** will be held at Acuña Park located at **1700 W. Victoria Ave., at 11:00 a.m. on Wednesday, December 9, 2020.** An optional walk through will be conducted and any questions or comments will be addressed at that time. All interested bidders are invited; attendance for the meeting is mandatory for the proposal submittal purposes, but the walkthrough will provide bidders an opportunity to ask questions and visit project sites (the walkthrough or tour of sites is not mandatory). All questions or clarifications shall be submitted via email to Laurie Aguilar at Laguilar@cityofmontebello.com or via the planet bids vendor portal no later than 5:00 p.m. on Monday, December 14, 2020. The City will respond to all written questions by issuing a written addenda, if needed, no later than 5:00 p.m. on Monday, December 21, 2020.

PROPOSAL SUBMITTAL

The City will select, as to the Request for Proposals, the lowest and best proposal. The City reserves the right, to negotiate with the prospective contractors as to the price, terms and conditions of providing the required services and to award a contract for performance of the required services based on the negotiated price, terms and conditions. The City reserves the right to split the award, reject all bids and circulate another RFP or award contract(s) in a manner that best suits the City's needs.

EVALUATION OF PROPOSALS

The Evaluation of proposals will be based on the criteria specified in the scoring criteria section of this RFP. It will be recommended that a contract be negotiated with the proposer judged to be the most outstanding in meeting the overall objectives of the RFP while providing the best value to the City.

SCORING CRITERIA

Evaluation of the proposals will be based on scoring of the criteria below:

- a. Firm qualifications and past performance – experience in performing work of a similar nature with public agencies - 30%
- b. Staff qualification of key personnel – qualifications and commitment of key personnel – 20%
- c. Technical approach/work plan – Depth of understanding and responsiveness to project objective and scope of work – 30%
- d. Price proposal – 20%

EVALUATION COMMITTEE

The City reserves the sole right to evaluate and select the successful proposer. The Evaluation Committee will evaluate all proposals in accordance with the scoring criteria. Additional sub-criteria beyond those listed may be considered by the Evaluation Committee in applying the major criteria to the proposals.

SCOPE OF WORK

Contractor shall provide a work force of company bonded skilled custodians, materials, tools, equipment and transportation to perform custodial services at public buildings under the jurisdiction of the City of Montebello's Recreation and Community Services Department. The Contractor shall be responsible for supplying all supplies and equipment, which are required in connection with the services to be performed under contract. All materials are subject to the approval of the City's Director of Recreation and Community Services or their designated representative(s).

TERM OF CONTRACT

This contract shall be for a period of three (3) years beginning, February 1, 2021, subject to renewal by two (2) additional one-year periods. Based upon recommendation by the City that the Contractor has fully complied with the contract requirements and that it is in the interest of the City to continue the contract, a request will be submitted to the Director of Recreation & Community Services for contract extension. The total term of the contract shall not exceed five (5) years. The City reserves the right to award the contract in a term that best serves its needs. The proposed prices shall be valid for the initial three (3) year life of the contract. A "sample" Agreement is attached to this RFP.

ADDITIONS/DELETIONS

The City reserves the right to add or delete buildings/facilities at any time during the life of the contract or resulting extensions, with ten (10) days' written notice to the contractor. Additions shall be added at the contract rate per square foot for comparable facilities under contract. If there are no comparable facilities, the price shall be negotiated by the City with the contractor. If the request for additional work begins during a billing cycle, the payment shall be prorated for the month in which work commenced.

GENERAL SPECIFICATIONS

INSPECTOR

The Recreation & Community Services Director or authorized designee(s) will be the Inspector. This person(s) will be in charge of inspection and administration of this contract.

MATERIALS (as applicable)

- 1.1 The Contractor shall furnish all the necessary materials and supplies required to complete the work as specified herein.
- 1.2 Within ten (10) working days of the "Notice to Proceed" the Contractor shall provide a schedule of services as well as a full and complete list of materials and supplies as specified or to be provided.
- 1.3 All materials and supplies shall be new, high quality, free of defects, and designed for the intended use and shall be subject to the Inspector's approval.
- 1.4 The Contractor shall supply the City at each monthly billing cycle with all delivery tickets/receipts for materials utilized within the billing time frame (as applicable).

EXECUTION OF CONTRACT

The Agreement (sample attached) shall be signed by the successful proposer and returned within the required insurance within ten (10) days, not including Sundays and legal holidays, after the City has provided written notice that the contract has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall be just cause, at the City's option for annulment of the contract award. Please review the insurance requirements and indemnification clause as stated in the attached sample agreement.

Should the successful proposer decline to execute contract, the City Council has the option to either reject all proposals or call for new proposals or acceptance of other proposals.

CONTROL OF WORK:

The Inspector shall decide any and all questions which may arise as to the quality or acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the contract by the Contractor. The Inspector shall direct the inspection/administration of the work and decide questions regarding compensation.

The Director of Recreation & Community Services shall advertise, bid, receive and provide control over all insurance and bonds, and enforce or make effective such actions as necessary to insure compliance with these contract specifications.

DEFICIENT PERFORMANCE:

The following Liquidated Damages shall be applied to deficient performance and/or late completion:

Where/when applicable, the Contractor shall be responsible for closing, locking all doors, windows and cabinets, gates, locks and setting alarms, etc. (as requested OR as necessary) before leaving work sites; regardless of the condition upon arrival. The sum of \$250.00 per instance shall be deducted and withheld from the payments due or become due to the Contractor. The City shall inform the Contractor in writing of the intent to apply penalties to monthly payments.

The parties hereto agree that it is impracticable or extremely difficult to determine the actual damages to the purchaser from failure to provide custodial services according to the established schedule or level of care. Therefore, it is hereby established that two hundred fifty dollars (\$250.00) or the accepted bid amount (whichever amount is greater) for the specific area of negligence will be deducted and withheld from the payments due or to become due to the Contractor for each Calendar day work is incomplete beyond the scheduled day. The City will inform the Contractor in writing of the intent to withhold payment for work not performed at the predetermined and agreed upon schedule.

PERFORMANCE STANDARDS

Contractor shall perform all services required within these specifications. All services shall be performed in the highest professional manner, and in accordance with all applicable, current industry standards, regulations codes and statues unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the Custodial industry. ***It is intended that the Contractor will schedule its operations to meet or exceed these requirements.*** It is further intended that the Contractor will put forth a level of effort to provide quality maintenance.

INSURANCE/BONDING

1.1 The Contractor shall procure and maintain for the duration of the contract insurance against claims from injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

1.2 The Contractor shall not commence any work under this contract until he has secured all insurance required by this section and the professional services contract nor shall he allow any subcontractors to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained. In accordance with Section 3700 of the California Labor Code, the Contractor shall (i) maintain adequate worker's compensation insurance under the laws of the State of California for all labor employed by him or any subcontractor under him, or (ii) secure from the Director of Industrial Relations a certificate to self-insure such labor, when such labor comes within the protection of such worker's compensation laws.

All policies shall contain the following: (i) a provision or endorsement naming the City of Montebello and the Montebello City Council, City Council appointed Commissions, and Committees, and all City elective and appointed officers, employees, agents, consultants, as additionally named insured with respect to liabilities arising out of acts or omissions caused by negligence of the Contractor or those working under him in the performance of the contract work, (ii) a provision or endorsement holding the City of Montebello, including the City Council, It's officers, agents, consultants, and employees, harmless from any claims or damages arising from such acts or omissions and stating that the City, including the City's officers, agents, consultants, and employees, will be defended from any such claims, (iii) a provision or endorsement that such insurance is primary insurance of said additionally named insured with respect to such liabilities, and that with respect to such liabilities, any other insurance maintained by said additional insured is excess and not contributing insurance with respect to the insurance required hereunder, (iv) a provision or endorsement providing that such insurance shall not be terminated, canceled, reduced or allowed to expire except upon thirty (30) days prior written notice to the City.

Promptly upon execution of the contract and prior to commencement of any work, Contractor shall furnish the City certificates of insurance covering all policies providing the insurance required hereunder. Insurance requirements are further outlined in the sample Professional Services Agreement found in this RFP.

Contractor agrees, upon written request, to furnish City with copies of all required policies, certified by an authorized representative of the insurer. All insurance issued under the provisions of this section shall be issued in the form and by insurance organizations approved by the City prior to the commencement of any work hereunder.

1.3 A Bid Bond is required. A Faithful Performance Bond is required for the three years of the contract award. A copy of a sample Bonds is provided. An Annual renewal bond will be accepted.

LABOR REQUIREMENTS

- a. **BACKGROUND:** All personnel engaged in the performance of this work shall be employees of the Contractor, and as such shall be warranted to possess sufficient experience and reliability to perform this work.
- b. **HEALTH:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use of, or presence of, alcohol or drugs on the premises or in the building.
- c. **IDENTIFICATION:** All personnel shall wear uniforms, furnished by the Contractor, at all times during performance of this work. The Contractor and/or its area supervisor may wear badges in lieu of uniforms. The appearance of the uniforms and the manner, in which they are worn, shall be approved by the Inspector. If it is found that personnel are not wearing uniforms, a \$50.00 charge will be issued for each person not in uniform.
- d. **SUPERVISION:** Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively both in writing and orally.
- e. **TRAINING:** Contractor shall have an ongoing training program for all its staff. Contractor shall provide only personnel that have been fully trained for performance of this work.

Supervisors shall have been trained in supervision.

- f. **NON-DISCRIMINATION:** The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex or religion of such persons. Violations of this provision may result in the imposition of penalties under Section 1735 of the Labor Code.
- g. **CONDUCT:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

RECORDS

Contractor shall maintain an accurate record showing names of employees, classification, actual hours worked, wages paid and benefits paid to each employee.

This record shall be subject to the inspection of the Inspector and the State Division of Labor Law Enforcement in accordance with the provisions of Section 1776 of the State Labor Code.

The Contractor agrees to permit City Manager/Contract Inspector access during normal working hours to all books, accounts, records, reports, files and other papers or property of the Contractor for the purpose of auditing any aspect of performance under this contract.

PROTECTION AND RESTORATION

The Contractor shall protect all furnishings and improvements from damage by its operations. All damage occurring during the Contractor's operations shall be repaired or replaced, at the option of the City at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

EQUIPMENT TOOLS AND SUPPLIES

All equipment, tools, and supplies necessary to perform the required work shall be furnished by the Contractor at their sole expense.

All keys or access cards given to the Contractor by the Inspector shall be surrendered to same at the termination of this contract and **no duplication of the keys shall be made.**

All vehicles utilized under the scope of this contract shall meet all requirements of the California Vehicle Code.

On all vehicles utilized under scope of this contract, the Contractor shall have placards, emblems, signs, etc., attached to driver and passenger doors, which include but are not limited to the following:

- Company Name

SUBCONTRACTS

Contractor shall be responsible for all work performed under this contract and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. Any and all subcontractors used on this work shall be under the direct supervision of the Contractor and shall be considered as his employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

CHANGES

Changes in the areas serviced and/or specifications may be necessary during the term of this contract. Changes in the contract requirements and corresponding changes in compensation may be implemented upon mutual agreement between the City and the Contractor. These changes will be processed through the City Manager.

PAYMENTS

The contract annual total amounts for Custodial services shall include full compensation for providing all labor, material, equipment and incidentals required for the services as specified in these specifications and no additional compensation will be allowed.

INVOICES

The Contractor shall submit a monthly invoice in duplicate to the Accounts Payable Division of the Finance Department at the following address: 1600 W. Beverly Blvd., Montebello, CA 90640 and/or via email at AP@cityofmontbello.com. Invoice shall be submitted on standard company forms and shall state:

1. Invoice number
2. Invoice period
3. A brief description of work
4. Total amount requested
5. Contractor's tax identification number
6. Location where services were provided

Payment will be made on approval by the Contract Supervisor subject to routine processing requirements of the City.

WORK REQUIREMENTS

- a. Work will be performed between the hours specified in the description/scope of services. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Recreation & Community Services or authorized representative prior to commencing any work in all cases.
- b. Contractor shall maintain an adequate crew of employees to perform the service required.
- c. Contractor *may* be required to supply a list of equipment owned and available for work.
- d. Unit prices quoted shall include all required safety equipment owned and available for work.
- e. Unit prices for all as-needed additional custodial work shall be for actual time spent on the job site. **No travel time, fuel or supply/materials, surcharges, etc. (unless preapproved) will be paid.**

- f. Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.
- g. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company.
- h. Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job, if requested.
- i. Contractor agrees to require his/her employee to present a neat appearance at all times while engaged in the performance of their duties and maintain good bearing and deportment towards the public. Should, for any reason, an employee be unsatisfactory in the opinion of the Director or authorized representative, the Contractor, when notified in writing, shall cause the employee to be removed from the project or job and replaced by an employee satisfactory to the Director or authorized representative.
- j. Contractor shall provide, for all projects, a supervisor/foreman with a minimum of five (5) years of experience related to the Custodial industry. The supervisor/foreman shall remain on-site as required.
- k. Contractor shall possess a valid/current Contractor's license. Contractor and all employees shall possess a valid/current California Driver License, including all insurances, as required by the City.
- l. Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this RFP/contract. All vehicles and equipment shall display the name and/or logo of Contractor's company. The name and logo shall be large enough to be easily legible from a distance of fifty (50) feet, during the course of their work.
- m. Contractor shall keep all vehicles and equipment in a neat and clean appearance and maintained in excellent mechanical condition.
- n. Contractor is required to supply storage for equipment and materials that are used in the City. Equipment and material shall not be stored in the public right of way or any other City property without written authorization from the Director or authorized representative.
- o. Contractor shall provide such adequate supervision as to furnish ongoing supervision of workmanship and adherence to schedules by the employees performing the work under the contract. As may be necessary or required by the City, the field supervisor or their representative shall check with the Director or authorized representative as to (1) schedule of work; (2) complaints; and (3) adequacy of performance. Contractor shall submit such reports as the City may require, ensuring compliance with schedule work.
- p. The Contractor shall provide the City at all times throughout the duration of this contract emergency telephone numbers of at least (2) qualified persons who can be called for emergency condition at any time that Contractor's representatives are not immediately available at the job site. An alternate emergency number shall be provided in case no answer is received at the primary number. The emergency number shall be used to contact the representative of the Contractor who can take the necessary action required to alleviate an emergency condition or job related complaint which threatens to cause damage to any City property or compromise the public's safety.

- q. Contractor shall provide the City with one (1) copy of an "Emergency Medical Facility Designation and Procedure Sheet" before a contract is awarded. On this sheet, the successful proposer must designate a twenty-four (24) hour emergency medical facility to provide emergency medical treatment/care in the event to injury to any of the Contractor's employees. It will be the responsibility of the Contractor's supervisor /lead worker to transport or make arrangements for the transportation of any injured employee to and from the designated emergency medical facility or any similar medical facility.
- r. The Contractor must remain within the maintenance areas to the best of their ability. Contractor shall further protect property and facilities adjacent to the maintenance areas and all property and facilities within the maintenance areas. After completion of work, the maintenance area shall be clean and in a presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. In the event improvements of the facilities are damaged, they shall be replaced with new materials equal or better to the original. Contractor shall repair such damage at their expense.
- s. Contractor shall, where applicable, comply with all City regulations regarding National Pollutant Discharge Elimination System (NPDES) Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge anything to the storm drain, creek or adjacent water ways. Contractor shall implement any and all BMP's as may be necessary.

CUSTODIANS – REJECTION/REPLACEMENT

The City reserves the right to reject any custodian or supervisor of the contractor's work force. It shall be the contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document.

LABOR STRIKE

- a. The Contractor shall be responsible for its own labor relations with any trade or union representative among its employees and shall negotiate and be responsible for adjusting all of the disputes between itself and its employees or any union representing such employees. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the services, the Contractor shall immediately give written notice thereof to the City.
- b. It shall be the Contractor's responsibility to provide continuous services without interruption, to all buildings and facilities specified herein. In the event of a labor strike, the Contractor shall provide other means, at Contractor's cost, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action necessary to provide the service, with any cost above and beyond the contractor normal rates (which will be deducted from the Contractor's progress payment) to the City being borne by the Contractor.

QUALITY OF WORK

All work shall be performed in accordance with the best maintenance, safety practices and standards of cleanliness. The City shall inspect the work performed by the Contractor and approve or reject the work and materials used. Failure on the part of the Contractor to correct poor workmanship or substandard performance will result in the initiation of a written notice of failure to perform and/or cancellation of contract.

DELIVERY OF SUPPLIES

The City shall provide all paper goods, trash liners and daily cleaning solutions. If the Contractor prefers to use other cleaning solutions (chemicals), it must obtain City approval prior to use.

DISCLOSURE OF INFORMATION

- a. The Contractor agrees that it will not during or after the term of the Contract disclose any proprietary information or confidential business information of the city, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of services.
- b. The Contractor shall not issue or release for publication any articles, advertising or publicity matters relating to the services performed by the Contractor hereunder or mentioning or implying the name of the City or its respective personnel, without the prior written consent of the City.

EMPLOYEE FOOD SERVICE

The Contractor shall not be allowed to bring on to the City's property any food or beverage catering trucks, vending machines, or other serving facilities without prior written authorization from the contract administrator.

NEEDED REPAIRS

The Contractor shall promptly notify the Inspector or his/her designated representative, in written format acceptable to the Inspector, of needed repairs and/or damage to fixtures, buildings and appurtenances observed during the performance of services. Any item of critical, priority, or emergency nature will be verbally reported immediately upon discovery, with written notification to follow prior to the end of the work shift.

USE OF CITY SUPPLIES AND/OR EQUIPMENT

- a. Contractor shall document that his or her employees have been informed that they can only use authorized equipment and/or supplies/chemicals.
- b. Contractor and his or her staff shall at no time use City phones and/or office supplies.

AREA ASSIGNMENTS

- a. The Contractor shall assign to each location the employees necessary to complete all services detailed.
- b. Each employee shall be in their assigned area or station, properly equipped, uniformed and ready to begin work at the beginning of the work shift and will remain in their in their work area during the entire work shift except for the break periods described below.
- c. All employees of the Contractor performing the services shall be paid by the Contractor and take, for each four hours worked, a break period of fifteen (15) minutes from the time of discontinuing performance of the services until the time of resuming performance of the services. Such break times will take place at times scheduled by the Contractor and approved by the contract administrator.

CHANGE IN MINIMUM NUMBER OF WEEKLY ROUTINE SERVICE HOURS

- a. The Inspector shall have the right to increase or decrease the required minimum number of weekly routine service hours by providing written notification to the Contractor.
- b. No change shall be made in fixed charges for overhead due to any increase or decrease in the minimum number of weekly hours required for routine services.

CLEANING SCHEDULES

CITY HALL

4 Times Weekly General Cleaning

Services to be performed Monday – Thursday, excluding City Observed Holidays, after 5:00 p.m. A minimum 2 person crew is required.

A. Daily Service Offices/Hallways/Corridors/Main Rooms

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counters tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Vacuum all carpets and runners.
5. Clean and polish drinking fountains.
6. Clean glass/wood doors and windows.
7. All trash is to be picked up and deposited in designated places.
8. Empty recycle containers into designated bins.
9. Restock loungers with coffee supplies.
10. Remove any cobwebs.
11. Clean light switches and covers.

Daily Service Restrooms

12. Clean and sanitize all urinals, toilets, tile walls, floors and wash basins.
13. Clean mirrors and bright metals in the restroom.
14. Clean and sanitize all walls and stall partitions.
15. Refill soap, towel and tissue dispensers.
16. Remove and deposit trash in designated areas.
17. Sweep and mop-sanitize floors.
18. Replace deodorizers in urinals and room.
19. Sweep and remove debris from entryway.
20. Clean all porcelain surfaces in restrooms.
21. Wipe down all door knobs, light switches and covers.

Daily Service Kitchen/Break Areas

22. Clean all counters and sinks.
23. Clean all appliance exterior doors and inside of microwaves.
24. Remove and deposit trash in designated areas.
25. Replace soap and paper towel dispensers.
26. Dry/damp mop or vacuum floors.
27. Leave area safe (ex. turn off coffee maker if left on).

B. Weekly Service

1. Wet mop all non-carpeted floors, including Main Lobby.
2. Spot clean doors and walls.
3. Dust windowsills, baseboards, window blinds and counters.
4. Clean the exterior and interior of all glass surfaces on windows and doors.

C. Monthly Service General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

1. Complete "high" dusting to include pictures, frames, sills, doorjambs, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
2. Clean inside of refrigerators in kitchen/break rooms.
3. Wipe down all baseboards.
4. Quarterly – Clean all external windows.

Monthly Service Floors

1. Clean carpet area stains in heavy traffic areas.
2. Clean all air vent diffusers.
3. Machine scrub tile floors in restrooms.

D. Bi-Yearly Service

1. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
2. Strip and wax all floors.
3. Steam shampoo all carpeted areas as directed.

E. Miscellaneous

1. Documents on desks, tables, files, etc., are not to be disturbed.
2. Lock all entrance doors whenever necessary, with area lights turned off.
3. Report any needed repairs or hazardous items/areas.
4. Check calendar of Administration for meetings scheduled in Council Chambers, or other areas, and which may need traffic cones for parking lot restrictions. Secure all doors and lights after all meetings.

RECREATION AND COMMUNITY SERVICES OFFICES AND BUILDINGS

1. Acuna Park 1700 West Victoria Avenue (Office Building – 6,052 square feet)

4 Times Weekly

General Cleaning

Services to be performed Monday through Thursday, excluding City Observed Holidays, after 7:00 p.m. Building includes: one kitchen, two public restrooms, one private restroom, nine private offices, one main office, one lobby and one storage room.

A. Daily Service

Offices/Hallways/Corridors/Main Rooms

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counters tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Vacuum all carpets and runners.
5. Clean and polish drinking fountains.
6. Clean glass/wood doors and windows.
7. All trash is to be picked up and deposited in designated places.
8. Empty recycle containers into designated bins.
9. Wipe down door knobs, light switches and covers.

Daily Service

Restrooms

10. Clean and sanitize all urinals, toilets and lavatories.
11. Clean mirrors and bright metals in the restroom.
12. Clean and sanitize all walls and stall partitions.
13. Refill soap, towel and tissue dispensers.
14. Remove and deposit trash in designated areas.
15. Sweep and mop-sanitize floors.
16. Replace deodorizers in urinals and room.
17. Sweep and remove debris from entryway.
18. Clean all porcelain surfaces in restrooms.

Daily Service

Kitchen/Break Areas

19. Clean all counters and sinks.
20. Clean all appliance exterior doors and inside of microwaves.
21. Remove and deposit trash in designated areas.

B. Weekly Service

1. Wet mop all non-carpeted floors, including lobby.
2. Spot clean doors and walls.

3. Dust windowsills, baseboards, blinds and counters.
4. Clean the exterior and interior of all glass surfaces on windows and doors.

C. Monthly Service General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

1. Complete "high" dusting to include pictures, frames, sills, doorjamb, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
2. Quarterly – Clean all external windows.

Monthly Service Floors

3. Clean carpet area stains in heavy traffic areas.
4. Machine scrub tile floors in restrooms.

D. Bi-Yearly Service

1. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
2. Strip and wax all floors.
3. Clean inside of refrigerators in break rooms.
4. Steam shampoo all carpeted areas as directed.

E. Miscellaneous

1. Documents on desks, tables, files, etc., are not to be disturbed.
2. Lock all entrance doors whenever necessary, with area lights turned off.
3. Report any needed repairs or hazardous items/areas.
4. Check calendar of Administration for meetings scheduled.

2. Acuna Park 1700 West Victoria Avenue (Outside Restroom - 450 square feet)

7 Times Weekly

General Cleaning

Services to be performed Monday – Sunday, including City Observed Holidays.

A. Daily Morning Service (4:00 a.m. to 8:00 a.m.)(Year-Round) Restroom

1. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
2. Clean mirrors and bright metals in the restroom.
3. Clean and sanitize all walls and stall partitions.
4. Remove all spiders and cobwebs near doors, windows or lights.
5. Refill soap, towel and tissue dispensers.
6. Remove and deposit trash in designated areas.
7. Sweep, sanitize and power wash all floors.
8. Clean floor drains.
9. Replace deodorizers in urinals.
10. Sweep and remove debris from entryway.
11. Clean and disinfect all surfaces with a hospital grade germicidal solution.

Daily Afternoon Services (3:00 p.m. to 7:00 p.m.)(Apr – Oct) Restroom
Daily Afternoon Services (2:00 p.m. to 6:00 p.m.)(Nov – March)

12. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
13. Clean mirrors, bright metals, porcelain in the restroom.
14. Clean and sanitize all walls and stall partitions.
15. Refill soap, towel and tissue dispensers.
16. Remove and deposit trash in designated areas.
17. Sweep and mop-sanitize floors.
18. Clean floor drains.
19. Replace deodorizers in urinals.
20. Sweep and remove debris from entryway.
21. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B. Periodic Service Restroom

1. Quarterly – steam power wash entire interior and exterior of restroom, cement slab near restroom entry and around restroom facility.
2. Unplug toilets, urinals and lavatories.
3. Open and/or lock park restroom facilities during holidays. Open at 6:00 a.m. and Close/Lock at 10:00 p.m. (as requested)
4. Report any bird nests, bee hives, graffiti or other hazardous conditions immediately to the City.

3. Ashiya Park 2700 West Beverly Boulevard (Outside Restroom - 576 square feet)

7 Times Weekly

General Cleaning

Services to be performed Monday – Sunday, including City Observed Holidays.

A. Daily Morning Service (4:00 a.m. to 8:00 a.m.)(Year-Round) Restroom

1. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
2. Clean mirrors and bright metals in the restroom.
3. Clean and sanitize all walls and stall partitions.
4. Remove all spiders and cobwebs near doors, windows or lights.
5. Refill soap, towel and tissue dispensers.
6. Remove and deposit trash in designated areas.
7. Sweep, sanitize and power wash all floors.
8. Clean floor drains.
9. Replace deodorizers in urinals.
10. Sweep and remove debris from entryway.
11. Clean and disinfect all surfaces with a hospital grade germicidal solution.

Daily Afternoon Services (3:00 p.m. to 7:00 p.m.)(Apr – Oct) Restroom

Daily Afternoon Services (2:00 p.m. to 6:00 p.m.)(Nov – March)

12. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
13. Clean mirrors, bright metals, porcelain in the restroom.
14. Clean and sanitize all walls and stall partitions.
15. Refill soap, towel and tissue dispensers.
16. Remove and deposit trash in designated areas.
17. Sweep and spot mop-sanitize floors.
18. Clean floor drains.
19. Replace deodorizers in urinals.
20. Sweep and remove debris from entryway.
21. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B. Periodic Service Restroom

1. Quarterly – steam power wash entire interior and exterior of restroom, cement slab near restroom entry and around restroom facility.
2. Unplug toilets, urinals and lavatories.
3. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m.
4. Report any bird nests, bee hives, graffiti, or other hazardous conditions immediately to the City.

4. City Park 1300 West Whittier Boulevard (Outside Restroom - 868 square feet)

7 Times Weekly

General Cleaning

Services to be performed Monday – Sunday, including City Observed Holidays.

A. Daily Morning Service (4:00 a.m. to 8:00 a.m.)(Year-Round) Restroom

1. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
2. Clean mirrors and bright metals in the restroom.
3. Clean and sanitize all walls and stall partitions.
4. Remove all spiders and cobwebs near doors, windows or lights.
5. Refill soap, towel and tissue dispensers.
6. Remove and deposit trash in designated areas.
7. Sweep, sanitizer and power wash all floors.
8. Clean floor drains.
9. Replace deodorizers in urinals.
10. Sweep and remove debris from entryway.
11. Clean and disinfect all surfaces with a hospital grade germicidal solution.

Daily Afternoon Service (3:00 p.m. to 7:00 p.m.)(Apr-Oct) Restroom

Daily Afternoon Service (2:00 p.m. to 6:00 p.m.)(Nov – March)

12. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
13. Clean mirrors, bright metals, porcelain in the restroom.
14. Clean and sanitize all walls and stall partitions.
15. Refill soap, towel and tissue dispensers.
16. Remove and deposit trash in designated areas.
17. Sweep and spot mop-sanitize floors.
18. Clean floor drains.
19. Replace deodorizers in urinals.
20. Sweep and remove debris from entryway.
21. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B. Periodic Service Restroom

22. Quarterly – steam power wash entire interior and exterior of restroom, cement slab near restroom entry and around restroom facility.
23. Unplug toilets, urinals and lavatories.
24. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m. (as requested).
25. Report any bird nests, bee hives, graffiti, or other hazardous conditions immediately to the City.

5. City Park 236 George Hensel Drive (Gymnasium & Youth Center Building – 5,184 square feet). Building consists of: four public restrooms (recreation side and gym side), one kitchen, two offices, two classrooms, gymnasium showers and one main room (excluding main gym floor) and one lobby.

7 Times Weekly

General Cleaning

Services to be performed Monday – Sunday, excluding City Observed Holidays. Once a day, between the hours of 10:00 p.m. to 8:00 a.m.

A. Daily Service

Offices/Classrooms/Lobby/Hallways/Main Room

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counters tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Vacuum all carpets and runners.
5. Clean and polish drinking fountains.
6. Clean glass/wood doors and windows.
7. All trash is to be picked up and deposited in designated places.
8. Empty recycle containers into designated bins.
9. Restock loungers with coffee supplies.
10. Wipe down all door knobs, light switches and covers.

Daily Service

Restrooms

11. Clean and sanitize all urinals, toilets, tile walls, floors and wash basins.
12. Clean mirrors and bright metals in the restroom.
13. Clean and sanitize all walls and stall partitions.
14. Refill soap, towel and tissue dispensers.
15. Remove and deposit trash in designated areas.
16. Sweep and mop-sanitize floors.
17. Replace deodorizers in urinals and room.
18. Sweep and remove debris from entryway.
19. Clean all porcelain surfaces in restrooms.
20. Wipe down door knobs, light switches and covers.

Daily Service

Kitchen/Break Areas

21. Clean all counters and sinks.
22. Clean all appliance exterior doors and inside of microwaves.
23. Remove and deposit trash in designated areas.
24. Replace soap and paper towel dispensers.
25. Dry damp/mop or vacuum floors.

B. Weekly Service

1. Wet mop all non-carpeted floors, including lobby.
2. Spot clean doors and walls.
3. Dust windowsills, baseboards, blinds and counters.
4. Clean the exterior and interior of all glass surfaces on windows and doors.

C. Monthly Service

General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

1. Complete "high" dusting to include pictures, frames, sills, doorjamb, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
2. Quarterly – Clean all external windows.

Monthly Service

Floors

3. Clean carpet area stains in heavy traffic areas.
4. Machine scrub tile floors in restrooms.
5. Buff floors with hi-speed machine.

D. Bi-Yearly Service

1. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
2. Strip and wax all floors.
3. Clean inside of refrigerators in community center/classrooms.
4. Complete high-cleaning of all areas of basketball gym (scissor lift to be provided by the City).
5. Steam shampoo all carpeted areas as directed.

E. Miscellaneous

1. Documents on desks, tables, files, etc., are not to be disturbed.
2. Lock all entrance doors whenever necessary, with area lights turned off.
3. Report any needed repairs or hazardous items/areas.
4. Check calendar of Supervisor/Coordinator for meetings scheduled.

6. City Park 1301 W Olympic Blvd. (Aquatic Building – Upstairs).

2 Times Weekly

General Cleaning (Upstairs)

Services to be performed Monday and Thursday, excluding City Observed Holidays.
Building consists of: one restroom, one kitchen, two offices and one lobby.
Services are to be performed between the hours of 10:00 p.m. to 8:00 a.m.

A. Daily Service

Offices/Lobby/Hallways

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counters tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Vacuum all carpets and runners.
5. Clean and polish drinking fountains.
6. Clean glass doors and windows.
7. All trash is to be picked up and deposited in designated places.
8. Empty recycle containers into designated bins.
9. Wipe down all door knobs, light switches and covers.

Daily Service

Restrooms/Showeres

10. Clean and sanitize all urinals, toilets, tile walls, floors and wash basins.
11. Clean mirrors and bright metals in the restroom.
12. Clean and sanitize all walls and stall partitions.
13. Refill soap, towel and tissue dispensers.
14. Remove and deposit trash in designated areas.
15. Dust and sweep showers.
16. Sweep and mop-sanitize floors.
17. Replace deodorizers in urinals and room.
18. Sweep and remove debris from entryway.
19. Clean all porcelain surfaces in restrooms.
20. Wipe down all door knobs, light switches and covers.

Daily Service

Kitchen

21. Clean all counters and sinks.
22. Clean all appliance exterior doors and inside of microwaves.
23. Remove and deposit trash in designated areas.
24. Replace soap and paper towel dispensers.
25. Dry/damp mop or vacuum floors.

B. Weekly Service

1. Wet mop all non-carpeted floors, including Main Lobby.

2. Spot clean doors and walls.
3. Dust windowsills, baseboards, blinds and counters.
4. Clean the exterior and interior of all glass surfaces on windows and doors.

C. Monthly Service General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

1. Complete "high" dusting to include pictures, frames, sills, doorjamb, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
2. Clean carpet area stains in heavy traffic areas.
3. Machine scrub tile floors in restrooms.
4. Clean inside of refrigerators in kitchen/break rooms.
5. Quarterly – Clean all external windows.

D. Bi-Yearly Service

1. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
2. Strip and wax all floors.
3. Steam shampoo all carpeted areas as directed.

E. Miscellaneous

1. Documents on desks, tables, files, etc., are not to be disturbed.
2. Lock all entrance doors whenever necessary, with area lights turned off.
3. Report any needed repairs or hazardous items/areas.
4. Check calendar of Supervisor/Coordinator for meetings scheduled.

7. City Park 1300 W Olympic Blvd. (Aquatic Building – Downstairs).

1 Time Weekly (October to May)

General Cleaning (Downstairs)

Services to be performed every Wednesday, excluding City Observed Holidays. Work must be performed on next business day if Wednesday is a City Observed Holiday. Facility includes three storage areas, men's and women's restroom, lifeguard rooms, pool manager's office, and men's and women's shower. Services are to be performed between the hours of 10:00 p.m. to 7:00 a.m.

A. Weekly Service

Offices/Lobby/Hallways

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counters tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Vacuum all carpets and runners.
5. Clean and polish drinking fountains.
6. Clean glass/wood doors and windows.
7. All trash is to be picked up and deposited in designated places.
8. Empty recycled containers into designated bins.
9. Wipe down all door knobs, light switches and covers.

Weekly Service

Restrooms/Shower

10. Clean and sanitize all urinals, toilets, tile walls, floors and wash basins.
11. Clean mirrors and bright metals in the restroom.
12. Clean and sanitize all walls and stall partitions.
13. Refill soap, towel and tissue dispensers.
14. Remove and deposit trash in designated areas.
15. Dust and sweep showers.
16. Sweep and mop-sanitize floors.
17. Replace deodorizers in urinals and room.
18. Sweep and remove debris from entryway.
19. Clean all porcelain surfaces in restrooms.
20. Wipe down all door knobs, light switches and covers.

6 Times Weekly (June to September)

General Cleaning (Downstairs)

Services to be performed Monday – Saturday, excluding City Observed Holidays. Three storage areas, men's and women's restroom, lifeguard rooms, pool manager's office, and men's and women's shower. Services are to be performed between the hours of 10:00 p.m. to 7:00 a.m.

B. Daily Service Offices/Lobby/Hallways

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counters tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Vacuum all carpets and runners.
5. Clean and polish drinking fountains.
6. Clean glass/wood doors and windows.
7. All trash is to be picked up and deposited in designated places.
8. Empty recycle containers into designated bins.
9. Wipe down all door knobs, light switches and covers.

Daily Service Restrooms/Showers

10. Clean and sanitize all urinals, toilets, tile walls, floors and wash basins.
11. Clean mirrors and bright metals in the restroom.
12. Clean and sanitize all walls and stall partitions.
13. Refill soap, towel and tissue dispensers.
14. Remove and deposit trash in designated areas.
15. Dust and sweep showers.
16. Sweep and mop-sanitize floors.
17. Replace deodorizers in urinals and room.
18. Sweep and remove debris from entryway.
19. Clean all porcelain surfaces in restrooms.
20. Wipe down all door knobs, light switches and covers.

C. Weekly Service

1. Wet mop all non-carpeted floors.
2. Spot clean doors and walls.
3. Dust windowsills, baseboards, blinds and counters.
4. Clean the exterior and interior of all glass surfaces on windows and doors.

D. Monthly Service General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

1. Complete "high" dusting to include pictures, frames, sills, doorjamb, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.

2. Clean carpet area stains in heavy traffic areas.
3. Machine scrub tile floors in restrooms.
4. Quarterly – Clean all external windows.

E. Bi-Yearly Service

1. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
2. Strip and wax all floors.

F. Miscellaneous

1. Documents on desks, tables, files, etc., are not to be disturbed.
2. Lock all entrance doors whenever necessary, with area lights turned off.
3. Report any needed repairs or hazardous items/areas.
4. Check calendar of Supervisor/Coordinator for meetings scheduled.

8. Senior Citizen Center 115 South Taylor Ave – 13, 168 square feet

7 Times Weekly

General Cleaning

Services to be performed Monday - Sunday, including City Observed Holidays. Building includes: multi-purpose rooms, kitchens, offices, 3 sets of men's/women's restrooms, elevator, patio, lobby and activity area sink. Services are to be performed between the hours of 9:00 p.m. to 6:00 a.m.

A. Daily Service

Offices/Rooms/Hallways/Lobby/Patio/Elevator

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counters tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Vacuum all carpets and runners.
5. Clean and polish drinking fountains.
6. Clean glass/wood doors and windows.
7. All trash is to be picked up and deposited in designated places.
8. Empty recycle containers into designated bins.
9. Wet mop all non-carpeted floors, including lobby, kitchen, and hallways.
10. Wipe down all door knobs, light switches and covers.

Daily Service

Restrooms/Activity Area Sink

11. Clean and sanitize all urinals, toilets, tile walls, floors and wash basins.
12. Clean mirrors and bright metals in the restroom.
13. Clean and sanitize all walls and stall partitions.
14. Refill soap, towel and tissue dispensers.
15. Remove and deposit trash in designated areas.
16. Sweep and mop-sanitize floors.
17. Replace deodorizers in urinals and room.
18. Sweep and remove debris from entryway.
19. Clean all porcelain surfaces in restrooms.
20. Wipe down all door knobs, light switches and covers.

Daily Service

Kitchens/Activity Area Sink

21. Clean all counters and sinks.
22. Clean all appliance exterior doors and inside of microwaves.
23. Remove and deposit trash in designated areas.
24. Replace soap and paper towel dispensers.
25. Dry/damp mop or vacuum floors.

B. Weekly Service

1. Spot clean doors and walls.

2. Dust windowsills, baseboards, blinds and counters.
3. Clean the exterior and interior of all glass surfaces on windows and doors.

C. Monthly Service General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

1. Complete "high" dusting to include pictures, frames, sills, doorjamb, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning
2. Clean inside of refrigerators in kitchen /break rooms.
3. Quarterly – Clean all external windows.

Monthly Service Floors

4. Clean carpet area stains in heavy traffic areas.
5. Machine scrub tile floors in restrooms.
6. Hi speed buff all floors and remove scuff marks.

D. Bi-Yearly Service

1. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
2. Strip and wax all floors.
3. Steam shampoo all carpeted areas, as directed.

E. Miscellaneous

1. Documents on desks, tables, files, etc., are not to be disturbed.
2. Lock all entrance doors whenever necessary, with area lights turned off.
3. Report any needed repairs or hazardous items/areas.
4. Check calendar of Supervisor/Coordinator for meetings scheduled.

9. Golf Course 850 Via San Clemente (Bicknell Scout House – 1,575 square feet).

2 Times Weekly

General Cleaning

Services to be performed Monday and Thursday, excluding City Observed Holidays (any holiday service interruption must be made up the next business day). Building consists of one kitchen, one restroom and one large meeting room. Services are to be performed between the hours of 7:00 a.m. to 11:00 a.m.

A. Daily Service

Meeting Room

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counters tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Vacuum all carpets and runners.
5. Clean and polish drinking fountains.
6. Clean glass/wood doors and windows.
7. All trash is to be picked up and deposited in designated places.
8. Empty recycle containers into designated bins.
9. Wipe down all door knobs, light switches and covers.

Daily Service

Restroom

10. Clean and sanitize all urinals, toilets, tile walls, floors and wash basins.
11. Clean mirrors and bright metals in the restroom.
12. Clean and sanitize all walls and stall partitions.
13. Refill soap, towel and tissue dispensers.
14. Remove and deposit trash in designated areas.
15. Sweep and mop-sanitize floors.
16. Replace deodorizers in urinals and room.
17. Sweep and remove debris from entryway.
18. Clean all porcelain surfaces in restrooms.
19. Wipe down all door knobs, light switches and covers.

Daily Service

Kitchen

20. Clean all counters and sinks.
21. Clean all appliance doors.
22. Remove and deposit trash in designated areas.

B. Weekly Service

1. Wet mop all non-carpeted floors.
2. Spot clean doors and walls.
3. Dust windowsills, baseboards, blinds and counters.
4. Clean the exterior and interior of all glass surfaces on windows and

doors.

C. Monthly Service General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

1. Complete "high" dusting to include pictures, frames, sills, doorjamb, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
2. Clean carpet area stains in heavy traffic areas.
3. Quarterly – Clean all external windows.

D. Bi-Yearly Service

1. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
2. Strip and wax all floors.
3. Steam shampoo all carpeted areas as directed.

E. Miscellaneous

1. Documents on desks, tables, files, etc., are not to be disturbed.
2. Lock all entrance doors whenever necessary, with area lights turned off.
3. Report any needed repairs or hazardous items/areas.
4. Check calendar of Supervisor/Coordinator for meetings scheduled.

10. Grant Rea Park 600 N. Rea Drive (Recreation Building – 1,000 square feet)

2 Times Weekly

General Cleaning

Services to be performed Monday and Friday, excluding City Observed Holidays. Building includes: one room and one office. Services are to be performed between the hours of 9:00 p.m. to 10:00 a.m.

A. Daily Service

Offices/Hallways/Room

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counters tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Dust mop floor.
5. Clean glass doors and windows.
6. All trash is to be picked up and deposited in designated places.
7. Wet mop all non-carpeted floors.
8. Wipe down all door knobs, light switches and covers.

B. Weekly Service

1. Spot clean doors and walls.
2. Dust windowsills, baseboards, blinds and counters.
3. Clean the exterior and interior of all glass surfaces on windows and doors.
4. Replace soap and paper towel dispensers.
5. Dry/damp mop or vacuum floors.

C. Monthly Service General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

1. Complete "high" dusting to include pictures, frames, sills, doorjambs, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
2. Quarterly – Clean all external windows.

D. Bi-Yearly Service

1. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard,

coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).

2. Strip and wax all floors

E. Miscellaneous

3. Documents on desks, tables, files, etc., are not to be disturbed.
4. Lock all entrance doors whenever necessary, with area lights turned off.
5. Report any needed repairs or hazardous items/areas.
6. Check calendar of Supervisor for meetings scheduled.

11. Grant Rea Park 600 N. Rea Drive (Community Room – 1,488 square feet)

2 Times Weekly

General Cleaning

Services to be performed Monday and Friday, excluding City Observed Holidays. Building includes: one room and one office. Services are to be performed between the hours of 10:00 p.m. to 10:00 a.m.

A. Daily Service

Room

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counters tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Dust mop floor.
5. Clean glass/wood doors and windows.
6. All trash is to be picked up and deposited in designated places.
7. Wet mop all non-carpeted floors.
8. Wipe down all door knobs, light switches and covers.

B. Weekly Service

1. Spot clean doors and walls.
2. Dust windowsills, baseboards, blinds and counters.
3. Clean the exterior and interior of all glass surfaces on windows and doors.

C. Monthly Service

General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

1. Complete "high" dusting to include pictures, frames, sills, doorjambs, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
2. Hi speed buff and remove scuff marks
3. Quarterly – Clean all external windows.

D. Bi-Yearly Service

1. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring

- (carpet, tile, hardwood, linoleum or concrete).
2. Strip and wax all floors

E. Miscellaneous

1. Documents on desks, tables, files, etc., are not to be disturbed.
2. Lock all entrance doors whenever necessary, with area lights turned off.
3. Report any needed repairs or hazardous items/areas.
4. Check calendar of Supervisor for meetings scheduled.

12. Grant Rea Park 600 N. Rea Drive (10 Outside Restrooms)

7 Times Weekly

General Cleaning

Services to be performed Monday – Sunday, including City Observed Holidays.

A. Daily Morning Service (4:00 a.m. to 8:00 a.m.)(Year-Round) Restroom

1. Clean and sanitize all urinals, toilets, toilet seats lavatories, and drinking fountains (including polishing).
2. Clean mirrors and bright metals in the restroom.
3. Clean and sanitize all walls and stall partitions.
4. Remove all spiders and cobwebs near doors, windows or lights.
5. Refill soap, towel and tissue dispensers.
6. Remove and deposit trash in designated areas.
7. Sweep, sanitize and power wash all floors.
8. Clean floor drains.
9. Replace deodorizers in urinals.
10. Sweep and remove debris from entryway.
11. Clean and disinfect all surfaces with a hospital grade germicidal solution.

Daily Afternoon Service (3:00 p.m. to 7:00 p.m.)(Apr-Oct) Restroom

Daily Afternoon Service (2:00 p.m. to 6:00 p.m.)(Nov-March)

12. Clean and sanitize all urinals, toilets, toilet seats, lavatories, and drinking fountains (including polishing).
13. Clean mirrors, bright metals, porcelain/stainless steel in the restrooms.
14. Clean and sanitize all walls and stall partitions.
15. Refill soap, towel and tissue dispensers.
16. Remove and deposit trash in designated areas.
17. Sweep and mop-sanitize floors.
18. Clean floor drains.
19. Replace deodorizers in urinals.
20. Sweep and remove debris from entryway.
21. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B. Periodic Service Restroom

1. Quarterly – steam power wash entire interior and exterior of restroom, cement slab near restroom entry and around restroom facility.
2. Unplug toilets, urinals and lavatories.
3. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m. (as requested)
4. Report any bird nests, bee hives, graffiti, or other hazardous conditions immediately to the City.

13. Holifield Park 1060 South Greenwood Avenue (Community Room – 2,500 square feet)

6 Times Weekly General Cleaning

Services to be performed Monday – Friday and Sundays excluding City Observed Holidays, but service must be made up on the next business day. Building consists of: two restrooms, one kitchen, one classroom/meeting room, and one office. Once a day, services are to be performed between the hours of 10:00 p.m. to 8:00 a.m.

A. Daily Service Office/Classroom/Meeting Room/Hallways

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counters tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Vacuum all carpets and runners.
5. Clean and polish drinking fountains.
6. Clean glass/wood doors and windows.
7. All trash is to be picked up and deposited in designated places.
8. Empty recycle containers into designated bins.
9. Wipe down all door knobs, light switches and covers.

Daily Service Kitchen

10. Clean all counters and sinks.
11. Clean all appliance exterior doors and microwaves.
12. Remove and deposit trash in designated areas.
13. Replace soap and paper towel dispensers.
14. Dry/damp mop or vacuum floors.

Daily Service Restrooms/Activity Area Sink

12. Clean and sanitize all urinals, toilets, lavatories and water fountains (including polishing).
13. Clean mirrors and bright metals in the restroom.
14. Clean and sanitize all walls and stall partitions.
15. Refill soap, towel and tissue dispensers.
16. Remove and deposit trash in designated areas.
17. Sweep, sanitize and wet-mop all floors.
18. Clean floor drains.
19. Replace deodorizers in urinals and room.
20. Sweep, remove debris and wet-mop entryway.
21. Clean and disinfect all surfaces with a hospital grade germicidal solution.
22. Clean all porcelain surfaces in restrooms.

B. Weekly Service Office/Classroom/Meeting Room/Hallways

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counters tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Vacuum all carpets and runners.
5. Clean and polish drinking fountains.
6. Clean glass doors and windows.
7. All trash is to be picked up and deposited in designated places.
8. Empty recycle containers into designated bins.
9. Wipe down all door knobs, light switches and covers.

Weekly Service Kitchen

10. Clean all counters and sinks.
11. Clean all appliance doors
12. Remove and deposit trash in designated areas.

C. Monthly Service General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

1. Complete "high" dusting to include pictures, frames, sills, doorjamb, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
2. Clean carpet area stains in heavy traffic areas.
3. Machine scrub tile floors in restrooms.
4. Quarterly – Clean all external windows.

D. Bi-Yearly Service

1. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
2. Strip and wax all floors.
3. Clean inside of refrigerators in break rooms.

E. Miscellaneous

1. Documents on desks, tables, files, etc., are not to be disturbed.
2. Lock all entrance doors whenever necessary, with area lights turned off.
3. Report any needed repairs or hazardous items/areas.
4. Check calendar of Supervisor/Coordinator for meetings scheduled

14. Holifield Park 1060 Greenwood Avenue (Outside Restroom - 520 square feet)

7 Times Weekly

General Cleaning

Services to be performed Monday – Sunday, including City Observed Holidays.

A. Daily Morning Service (4:00 a.m. to 8:00 a.m.) (Year-Round) Restroom

1. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
2. Clean mirrors and bright metals, porcelain in the restroom.
3. Clean and sanitize all walls and stall partitions.
4. Remove all spiders and cobwebs near doors, windows or lights.
5. Refill soap, towel and tissue dispensers.
6. Remove and deposit trash in designated areas.
7. Sweep, sanitize and power wash all floors.
8. Clean floor drains.
9. Replace deodorizers in urinals.
10. Sweep and remove debris from entryway.
11. Clean and disinfect all surfaces with a hospital grade germicidal solution.

Daily Afternoon Service (3:00 p.m. to 7 p.m.) (Apr – Oct) Restroom

Daily Afternoon Service (2:00 p.m. to 6:00 p.m.) (Nov-March)

12. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
13. Clean mirrors, bright metals, porcelain in the restroom.
14. Clean and sanitize all walls and stall partitions.
15. Refill soap, towel and tissue dispensers.
16. Remove and deposit trash in designated areas.
17. Sweep and mop-sanitize floors.
18. Clean floor drains.
19. Replace deodorizers in urinals.
20. Sweep and remove debris from entryway.
21. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B. Periodic Service Restroom

1. Quarterly – steam power wash entire interior and exterior of restroom, cement slab near restroom entry and around restroom facility.
2. Unplug toilets, urinals and lavatories.
3. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m. (as requested).
4. Report any bird nests, bee hives, graffiti, or any other hazardous conditions immediately to the City.

15. Potrero Heights Park 8051 Arroyo Drive (Recreation Building – 420 square feet)

5 Times Weekly (August to May)

General Cleaning

Services to be performed Monday – Friday, excluding City Observed Holidays.
Building includes: one room, one small kitchen, and one computer room.

A. Daily Service

Rooms

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counters tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Vacuum all carpets and runners.
5. Clean glass/wood doors and windows.
6. All trash is to be picked up and deposited in designated places.
7. Empty recycle containers into designated bins.
8. Wipe down all door knobs, light switches and covers.

Daily Service

Kitchen/Break Areas

9. Clean all counters and sinks.
10. Clean all appliance exterior doors and inside microwaves.
11. Remove and deposit trash in designated areas.

1 Time Weekly (June to July)

General Cleaning

Services to be performed Monday – Friday, excluding City Observed Holidays.
Building includes: one room, one small kitchen, and one computer room

B. Weekly Service

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counter tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Vacuum carpets and runners.
5. Clean glass doors and windows.
6. All trash is to be picked up and deposited in designated places.
7. Empty recycle containers into designated bins.
8. Wet mop all non-carpeted floors, including Main Lobby.
9. Spot clean doors and walls.
10. Dust windowsills, baseboards, blinds and counters.
11. Clean the exterior and interior of all glass surfaces on windows and doors

12. Wipe down all door knobs, light switches and covers.

Weekly Service

Kitchen/Break Areas

13. Clean all counters and sinks.

14. Clean all appliance exterior doors and inside microwaves.

15. Remove and deposit trash in designated areas.

C. Monthly Service General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

1. Complete "high" dusting to include pictures, frames, sills, doorjamb, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
2. Clean carpet area stains in heavy traffic areas.
3. Quarterly – Clean all external windows.

D. Bi-Yearly Service

1. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
2. Strip and wax all floors.
3. Clean inside of refrigerators in break rooms.
4. Steam shampoo all carpeted areas as directed.

E. Miscellaneous

1. Documents on desks, tables, files, etc., are not to be disturbed.
2. Lock all entrance doors whenever necessary, with area lights turned off.
3. Report any needed repairs or hazardous items/areas.
4. Check calendar of Supervisor/Coordinator for meetings scheduled.

16. Potrero Heights 8051 Arroyo Drive (Outside Restroom - 576 square feet)

7 Times Weekly

General Cleaning

Services to be performed Monday – Sunday (including City Observed Holidays).

A. Daily Morning Service (4:00 a.m. to 8:00 a.m.)(Year-Round) Restroom

1. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
2. Clean mirrors, bright metals, porcelain in the restroom.
3. Clean and sanitize all walls and stall partitions.
4. Remove all spiders and cobwebs near doors, windows or lights.
5. Refill soap, towel and tissue dispensers.
6. Remove and deposit trash in designated areas.
7. Sweep and mop-sanitize all floors.
8. Clean floor drains.
9. Replace deodorizers in urinals.
10. Sweep and remove debris from entryway.
11. Clean and disinfect all surfaces with a hospital grade germicidal solution.

Daily Afternoon Services (3:00 p.m. to 7:00 p.m.)(Apr-Oct) Restroom

Daily Afternoon Services (2:00 p.m. to 6:00 p.m.)(Nov-March)

12. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
13. Clean mirrors, bright metals, porcelain in the restroom.
14. Clean and sanitize all walls and stall partitions.
15. Refill soap, towel and tissue dispensers.
16. Remove and deposit trash in designated areas.
17. Sweep and mop-sanitize floors.
18. Clean floor drains.
19. Replace deodorizers in urinals.
20. Sweep and remove debris from entryway.
21. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B. Periodic Service Restroom

1. Quarterly – steam power wash entire interior and exterior of restroom, cement slab near restroom entry and around restroom facility.
2. Unplug toilets, urinals and lavatories.
3. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m. (as requested)
4. Report any bird nests, bee hives, graffiti, or other hazardous conditions immediately to the City.

17. Reggie Rodriguez Park 200 West Mines Avenue (Community Center – 2,500 square feet)

5 Times Weekly General Cleaning

Monday – Friday, excluding City Observed Holidays. Building consists of: two restrooms, one kitchen, one classroom/meeting room, and three offices. Once a day, services are to be performed between the hours of 10:00 p.m. to 7:00 a.m.

A. Daily Service Office/Classroom/Meeting Room/Hallways

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counters tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Vacuum all carpets and runners.
5. Clean and polish drinking fountains.
6. Clean glass/wood doors and windows.
7. All trash is to be picked up and deposited in designated places.
8. Empty recycle containers into designated bins.
9. Wipe down all door knobs, light switches and covers.

Daily Service Restrooms

10. Clean and sanitize all urinals, toilets, tile walls, floors and wash basins.
11. Clean mirrors and bright metals in the restroom.
12. Clean and sanitize all walls and stall partitions.
13. Refill soap, towel and tissue dispensers.
14. Remove and deposit trash in designated areas.
15. Sweep and mop-sanitize floors.
16. Replace deodorizers in urinals and room.
17. Sweep and remove debris from entryway.
18. Clean all porcelain surfaces in restrooms.
19. Wipe down all door knobs, light switches and covers.

B. Weekly Service Office/Classroom/Meeting Room/Hallways

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counters tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Vacuum all carpets and runners.
5. Clean and polish drinking fountains.
6. Clean glass doors and windows.
7. All trash is to be picked up and deposited in designated places.
8. Empty recycle containers into designated bins.

9. Mop all floors throughout the facility, inside and out.

Weekly Service

Restrooms

10. Clean and sanitize all urinals, toilets and lavatories.
11. Clean mirrors and bright metals in the restroom.
12. Clean and sanitize all walls and stall partitions.
13. Refill soap, towel and tissue dispensers.
14. Remove and deposit trash in designated areas.
15. Sweep and mop-sanitize floors.
16. Replace deodorizers in urinals and room.
17. Sweep and remove debris from entryway.

Weekly Service

18. Wet mop all non-carpeted floors.
19. Spot clean doors and walls.
20. Dust windowsills, baseboards, blinds and counters.
21. Clean the exterior and interior of all glass surfaces on windows and doors.

C. Monthly Service General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

1. Complete "high" dusting to include pictures, frames, sills, doorjambs, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
2. Clean carpet area stains in heavy traffic areas.
3. Machine scrub tile floors in restrooms.
4. Quarterly – Clean all external windows.

D. Bi-Yearly Service

1. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
2. Strip and wax all floors.
3. Clean inside of refrigerators in break rooms.

E. Miscellaneous

1. Documents on desks, tables, files, etc., are not to be disturbed.
2. Lock all entrance doors whenever necessary, with area lights turned off.
3. Report any needed repairs or hazardous items/areas.
4. Check calendar of Supervisor/Coordinator for meetings scheduled.

18. Reggie Rodriguez Park 200 West Mines Avenue (Outside Restroom - 576 square feet).

7 Times Weekly

General Cleaning

Services to be performed Monday – Sunday, including City Observed Holidays.

A. Daily Morning Service (4:00 a.m. to 8:00 a.m.)(Year-Round) Restroom

1. Clean and sanitize all urinals, toilets, toilet seat, lavatories, and drinking fountains (including polishing).
2. Clean mirrors and bright metals in the restroom.
3. Clean and sanitize all walls and stall partitions.
4. Remove all spiders and cobwebs near doors, windows or lights.
5. Refill soap, towel and tissue dispensers.
6. Remove and deposit trash in designated areas.
7. Sweep, sanitize and power wash all floors.
8. Clean floor drains.
9. Replace deodorizers in urinals.
10. Sweep and remove debris from entryway.
11. Clean and disinfect all surfaces with a hospital grade germicidal solution.

Daily Afternoon Services (3:00 p.m. to 7:00 p.m.)(Apr-Oct) Restroom

Daily Afternoon Services (2:00 p.m. to 6:00 p.m.)(Nov-March)

1. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
2. Clean mirrors, bright metals, porcelain in the restroom.
3. Clean and sanitize all walls and stall partitions.
4. Refill soap, towel and tissue dispensers.
5. Remove and deposit trash in designated areas.
6. Sweep and mop-sanitize floors.
7. Clean floor drains.
8. Replace deodorizers in urinals.
9. Sweep and remove debris from entryway.
10. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B. Periodic Service Restroom

1. Quarterly – steam power wash entire interior and exterior of restroom, cement slab near restroom entry and around restroom facility.
2. Unplug toilets, urinals and lavatories.
3. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m. (as requested)
4. Report any bird nests, bee hives, graffiti, or other hazardous conditions immediately to the City.

19. Sanchez Adobe Park 946 Adobe Avenue (Office Building – 6,160 square feet)

5 Times Weekly

General Cleaning

Services to be performed Monday – Friday, excluding City Observed Holidays. Building includes: one meeting room and five display rooms. Once a day, between the hours of 10:00 p.m. to 7:00 a.m.

A. Daily Service

Meeting Room/Display Rooms

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counters tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Vacuum all carpets and runners.
5. Clean and polish drinking fountains.
6. Clean glass displays, doors and windows.
7. All trash is to be picked up and deposited in designated places.
8. Empty recycle containers into designated bins.
9. Sweep and remove debris from entryway.
10. Wipe down all door knobs, light switches and covers.

B. Weekly Service

1. Wet mop all non-carpeted floors, including Main Lobby.
2. Spot clean doors and walls.
3. Dust windowsills, baseboards, blinds and counters.
4. Clean the exterior and interior of all glass surfaces on windows and doors.

C. Monthly Service General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

1. Complete "high" dusting to include pictures, frames, sills, doorjamb, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
2. Clean carpet area stains in heavy traffic areas.
3. Machine scrub tile floors.
4. Quarterly – Clean all external windows.

D. Bi-Yearly Service

1. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
2. Strip and wax all floors.
3. Steam shampoo all carpeted areas as directed.

E. Miscellaneous

1. Documents on desks, tables, files, etc., are not to be disturbed.
2. Lock all entrance doors whenever necessary, with area lights turned off.
3. Report any needed repairs or hazardous items/areas.
4. Check calendar of Supervisor/Coordinator for meetings scheduled.

20. Sanchez Adobe Park 946 Adobe Avenue (Outside Restroom - 624 square feet)

7 Times Weekly

General Cleaning

Services to be performed Monday – Sunday, including City Observed Holidays.

A. Daily Morning Service (4:00 a.m. to 8:00 a.m.)(Year-Round) Restroom

1. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
2. Clean mirrors and bright metals in the restroom.
3. Clean and sanitize all walls and stall partitions.
4. Remove all spiders and cobwebs near doors, windows or lights.
5. Refill soap, towel and tissue dispensers.
6. Remove and deposit trash in designated areas.
7. Sweep, sanitize and power wash all floors.
8. Clean floor drains.
9. Replace deodorizers in urinals.
10. Sweep and remove debris from entryway.
11. Clean and disinfect all surfaces with a hospital grade germicidal solution.

Daily Afternoon Services (3:00 p.m. to 7:00 p.m.)(Apr-Oct) Restroom

Daily Afternoon Services (2:00 p.m. to 6:00 p.m.)(Nov-March)

12. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
13. Clean mirrors, bright metals, porcelain in the restroom.
14. Clean and sanitize all walls and stall partitions.
15. Refill soap, towel and tissue dispensers.
16. Remove and deposit trash in designated areas.
17. Sweep and mop-sanitize floors.
18. Clean floor drains.
19. Replace deodorizers in urinals.
20. Sweep and remove debris from entryway.
21. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B. Periodic Service Restroom

1. Quarterly – steam power wash entire interior and exterior of restroom, cement slab near restroom entry and around restroom facility.
2. Unplug toilets, urinals and lavatories.
3. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m.
4. Report any bird nests, bee hives, graffiti, or other hazardous conditions immediately to the City.

21. Taylor Ranch Park 737 North Montebello Boulevard (Outside Restroom - 576 square feet).

7 Times Weekly

General Cleaning

Services to be performed Monday – Sunday, including City Observed Holidays.

A. Daily Morning Service (4:00 a.m. to 8:00 a.m.)(Year-Round) Restroom

1. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
2. Clean mirrors and bright metals in the restroom.
3. Clean and sanitize all walls and stall partitions.
4. Remove all spiders and cobwebs near doors, windows or lights.
5. Refill soap, towel and tissue dispensers.
6. Remove and deposit trash in designated areas.
7. Sweep sanitize and power wash all floors.
8. Clean floor drains.
9. Replace deodorizers in urinals.
10. Sweep and remove debris from entryway.
11. Clean and disinfect all surfaces with a hospital grade germicidal solution.

Daily Afternoon Services (3:00 p.m. to 7:00 p.m.)(Apr-Oct) Restroom
Daily Afternoon Services (2:00 p.m. to 6:00 p.m.)(Nov-March)

12. Clean and sanitize all urinals, toilets, toilet seats and lavatories.
13. Clean mirrors, bright metals, porcelain in the restroom.
14. Clean and sanitize all walls and stall partitions.
15. Refill soap, towel and tissue dispensers.
16. Remove and deposit trash in designated areas.
17. Sweep and spot mop-sanitize floors.
18. Clean floor drains.
19. Replace deodorizers in urinals.
20. Sweep and remove debris from entryway.
21. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B. Periodic Service Restroom

1. Quarterly – steam power wash entire interior and exterior of restroom, cement slab near restroom entry and around restroom facility.
2. Unplug toilets, urinals and lavatories.
3. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m.
4. Report any bird nests, bee hives, graffiti, or other hazardous conditions immediately to the City.

22. Taylor Ranch Park 737 North Montebello Boulevard (Red Barn – 2,700 square feet).

1 Times Weekly

General Cleaning

Services to be performed on Fridays, including City Observed Holidays, between the hours of 6:00 a.m. to 12:00 p.m.

A. Weekly Service

Meeting Room

1. Empty all wastebaskets and other waste containers, and insert liners as required.
2. Clean hand prints from counters tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Vacuum all carpets and runners.
5. Clean and polish drinking fountains.
6. Clean glass displays, doors and windows.
7. All trash is to be picked up and deposited in designated places.
8. Empty recycle containers into designated bins.
9. Sweep and remove debris from entryway.
10. Wet mop all non-carpeted floors, including Main Lobby.
11. Spot clean doors and walls.
12. Dust windowsills, baseboards, blinds and counters.
13. Clean the exterior and interior of all glass surfaces on windows and doors.
14. Wipe down all door knobs, light switches and covers.

C. Monthly Service

General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

1. Complete "high" dusting to include pictures, frames, sills, doorjamb, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.
2. Clean carpet area stains in heavy traffic areas.
3. Buff floors with hi-speed machine.
4. Quarterly – Clean all external windows.

D. Bi-Yearly Service

1. The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames,

- blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
2. Strip and wax all floors.

E. Miscellaneous

1. Documents on desks, tables, files, etc., are not to be disturbed.
2. Lock all entrance doors whenever necessary, with area lights turned off.
3. Report any needed repairs or hazardous items/areas.
4. Check calendar of Supervisor/Coordinator for meetings scheduled.

TRANSPORTATION DEPARTMENT

The Transportation facility is located at 400 South Taylor Avenue. The facility serves as the headquarters, for the bus division and maintenance facility for the City's transit services known as the Montebello Bus Lines. The facility consists of a two-story building adjacent to a 13 bay maintenance facility. The location includes a fueling island, a lower employee parking lot, an upper level bus lot, a fitness room, administrative offices, three conference/training rooms, employee lunch rooms and kitchenettes, a warehouse, four ladies and men's and three gender neutral restrooms.

Administrative staff works Monday through Friday. The maintenance and operations staff work seven days a week and nearly twenty hours.

Transportation service areas include; however, not limited to:

1. Transportation Facility:

- a) **1st. Floor Main Building:** Reception/customer area, an elevator, a classroom/conference room, a kitchenette, six offices, an open clerical assistant area, a women and a men's restroom, a women's restroom with a shower and a men's restrooms with a shower, a custodian closet, an employee break room, a quiet room, an employees' locker room, and a dispatch center, and two staircases leading to the 2nd floor.
 - b) **2nd Floor Main Building:** greeting/waiting area, six cubical, seven offices, an open area clerical assistant, a copy/supply room, a conference room, a women and a men's restroom, a kitchenette/lunchroom, and an outdoor patio area and two staircases leading to the 1st floor.
 - c) **1st Floor Maintenance:** Kitchenette/lunchroom, Supervisors' office space, a women's restroom with a shower and locker area and a men's restrooms with a shower and locker area, staircase leading to the 2nd floor.
 - d) **2nd Floor Maintenance:** Three offices, one gender natural restroom, classroom/conference room and a staircase leading into the 1st floor maintenance.
2. **Warehouse:** A warehouse with inventory, a front desk/counter and two offices. Located on the 1st floor maintenance area.
 3. **Fitness room:** A workout area with fitness equipment and one gender neutral restroom Located adjacent to the underground employee parking area. Access can be obtained from the main building.

4. **Fuel Island:** One gender neutral restroom. Location across from the 1st floor main building and adjacent to the fueling pumps. Access can be obtained from the main building.

Transportation has the following types of flooring:

1. **Carpeted:** 1st floor main building (six offices, open clerical area, quiet room and dispatch center); 2nd floor main building (seven offices, open clerical area, cubicle areas including walkways; staircase on the north side of the main building); and 2nd floor maintenance area (three offices).
2. **Tile:** main building 1st floor (reception/customer area, an elevator, a classroom/conference room, a kitchenette, an employee break room and all restrooms); 2nd floor main building (all restrooms); 1st floor maintenance area (restrooms); and 2nd floor maintenance area (restroom).
3. **Linoleum:** 1st floor main building (locker room and kitchenette); 2nd floor main building (copy/supply room and kitchenette/lunchroom); 1st floor maintenance area (kitchenette/lunch room, Supervisors office space and warehouse offices); 2nd floor maintenance area (classroom/conference room and walkway).

7 Times Weekly

General Cleaning

Services to be performed Monday – Sunday, including City Observed Holidays. Once a day, services are to be performed between the hours of 2:30 p.m. to completion. A minimum 2 person crew is required.

A. Daily Service

General Office Areas and Main Rooms

1. Empty all waste basket and other waste containers, and insert liners as required.
2. Clean hand prints from counter and table tops, door jambs and general dusting.
3. Remove spillage and stains from counter tops and floors.
4. Vacuum all carpeted areas and runners.
5. Clean and polish drinking fountains.
6. Clean glass doors and windows.
7. All trash picked up and deposited in designated waste areas.
8. Wipe down all door knobs, light switches and covers.

Daily Service

Kitchenettes

8. Clean and wipe down counter and table tops.
9. Clean and wipe down all appliances, including exterior of refrigerator.
10. Replenish paper towels and soap dispensers.

11. Polish bright metals/faucets.

Daily Service Restrooms

12. Clean urinals, toilets, lavatories.

13. Clean mirrors and bright metals/faucets.

14. Clean all walls and stall partitions.

15. Replenish soap dispensers, hand towel dispensers, tissue paper and toilet seat covers.

16. Remove and deposit trash in designated areas.

17. Clean, mop, and disinfect all restrooms (floors and walls) with germicidal solutions.

B. Weekly Service General Cleaning

1. Wet mop all floors.

2. Clean glass on the interior that includes offices, which have glass partitions.

3. Clean and wash waste baskets.

4. Clean stairwells, removing gum, and or other debris and scrubbing step anti-slip inserts.

C. Monthly Services General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

1. Clean carpet area stains in heavy traffic areas.

2. Complete "high" dusting to include pictures, frames, sills, doorjambs, ceiling vents and grilles, ceiling fans, fixtures, and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, moldings, doors and casings, and any areas not included in nightly cleaning.

3. Replace air fresheners, as needed based on date.

4. Wipe down wood furniture with appropriate cleaners.

5. Wipe down all office chairs.

6. Replace all urinals deodorizers monthly.

D. Quarterly Services

1. Wash all exterior glass on building, removing water spots and squeegeeing.

E. Semi-Annual Services

The contractor is required to provide manpower for a scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboards, coves, ledges, beams, door and doorways, window and window frames, blinds, office

furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).

1. Steam clean carpet.
2. Strip and wax offices/hall areas, which have flooring that requires waxing.
3. Polish tile flooring.
4. Clean inside of refrigerators in break rooms.

Note:

1. If basket is left outside of office, do not clean office, empty trash and return to the same location outside of the office.
2. Documents on desks, tables, files, etc. are not to be disturbed.
3. Lock all entrance doors whenever necessary, with area lights turned off.
4. Report any needed repairs or hazardous items/areas.
5. Check calendar for meetings scheduled.

Supplies and Equipment:

1. Vacuum: Shall be supplied by contractor and maintained by contractor.
2. Floor scrubbing equipment: MBL shall provide floor scrubber for the tile flooring and scrubbing/polish pads. Contractor shall order the appropriate pads (Scrub and Polish and shall ensure that contractors staff use the appropriate pads. Damage through negligence shall be contractor's responsibility to repair.
3. Brooms and Mops: MBL will supply
4. Cleaning Supplies: MBL will supply; however, contractor is responsible for proper use of cleaning supplies. Use of incorrect cleaning supplies that cause damage to MBL property, shall be the burden of the Contractor to take corrective action to replace and or repair damage caused by Contractors Staff.
5. Trash can liners: MBL shall provide and Contractor shall replace each evening in baskets and or trash cans that have been used.

METROLINK STATION PUBLIC RESTROOM

7 Times Weekly

General Cleaning

Services to be performed Monday – Sunday (including City Observed Holidays). One restroom, located at 2000 W Flotilla St., Montebello, CA 90640.

A. Daily Morning Service (4:00 a.m. to 8:00 a.m.)(Year-Round) Restroom

12. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
13. Clean mirrors, bright metals, porcelain in the restroom.
14. Clean and sanitize all walls and stall partitions.
15. Remove all spiders and cobwebs near doors, windows or lights.
16. Refill soap, towel and tissue dispensers.
17. Remove and deposit trash in designated areas.
18. Sweep and mop-sanitize all floors.
19. Clean floor drains.
20. Replace deodorizers in urinals.
21. Sweep and remove debris from entryway.
22. Clean and disinfect all surfaces with a hospital grade germicidal solution.

Daily Afternoon Services (3:00 p.m. to 7:00 p.m.)(Apr-Oct) Restroom

Daily Afternoon Services (2:00 p.m. to 6:00 p.m.)(Nov-March)

22. Clean and sanitize all urinals, toilets, toilet seats, lavatories and drinking fountains (including polishing).
23. Clean mirrors, bright metals, porcelain in the restroom.
24. Clean and sanitize all walls and stall partitions.
25. Refill soap, towel and tissue dispensers.
26. Remove and deposit trash in designated areas.
27. Sweep and mop-sanitize floors.
28. Clean floor drains.
29. Replace deodorizers in urinals.
30. Sweep and remove debris from entryway.
31. Clean and disinfect all surfaces with a hospital grade germicidal solution.

B. Periodic Service Restroom

5. Quarterly – steam power wash entire interior and exterior of restroom, cement slab near restroom entry and around restroom facility.
6. Unplug toilets, urinals and lavatories.
7. Open and/or lock park restroom facilities during holidays. Open at 8:00 a.m. and Close/Lock at 10:00 p.m. (as requested)
8. Report any bird nests, bee hives, graffiti, or other hazardous conditions immediately to the City.

POLICE DEPARTMENT

7 Times Weekly

General Cleaning

Services to be performed Monday – Sunday, including City Observed Holidays. Once a day, services are to be performed after 6:00 p.m. A minimum 2 person crew is required.

A. Daily Services

General Office Areas

1. Empty all waste baskets and other waste containers, and insert liners as required.
2. Sweep, dust mop and damp mop all tile floors, including elevators.
3. Dust and clean level surfaces and handles of desks, chairs, tables, filing cabinets and other office furniture with a chemically treated cloth.
4. Clean hand prints from counter tops and desk tops, door jambs, and elevator walls.
5. Remove spillage and stains from counters and floors.
6. Vacuum all rugs and carpets (including under desks, if accessible)
7. Clean and polish drinking fountains.
8. Clean glass of windows, doors, office partitions and furniture.
9. All trash is to be deposited in designated places and maintained to the City's satisfaction.
10. All locked offices are not to be disturbed without approval.

B. Daily Services

Restrooms

11. Clean and sanitize all urinals, toilets and lavatories with germicidal solution.
12. Clean mirrors and bright metals in the bathrooms/showers.
13. Clean and sanitize all walls and partition walls.
14. Refill soap, towel and tissue containers (to be provided by vendor).
15. Remove and deposit trash in designated areas.
16. Clean and disinfect all bathrooms and showers with germicidal solution (floors and walls).
17. Damp mop tile floors with germicidal solution.

C. Daily Services

Coffee Areas/Lunch Rooms

18. Empty all waste containers and insert liners as required.
19. All trash is to be deposited in designated places and maintained to the City's satisfaction.
20. Clean and disinfect all sinks with germicidal solution.
21. Damp wipe or wash table and chairs.
22. Remove any spillage from floors and counter tops, etc.
23. After the tables and chairs are cleaned, arrange chairs in an orderly fashion.
24. Sweep and damp mop all floors.

25. Clean and polish drinking fountains.
26. Clean stove, clean inside and outside of refrigerator and microwave oven in lunchroom/break area.
27. Turn off lights and/or coffee makers left on inadvertently.

D. Daily Services

Lobby Entrance Ways and Corridors

28. Dust mop floors.
29. Remove spots from carpets where needed.
30. Sweep and wet mop, if necessary, all stairwells and stairway doors.
31. Remove finger prints from entrance door and stairway doors.
32. Dust all ledges and moldings.
33. Clean all water fountains.

E. Daily Services

Miscellaneous Daily Items

34. Company papers on desks, drafting tables, files, etc. are not to be disturbed.
35. Lock all entrances doors whenever necessary.
36. Report and needed repairs or hazardous items/areas.

F. Monthly Services

1. Machine scrub and wax all non-carpeted floors.
2. Clean carpet area stains in heavy traffic areas.
3. Wash all windows on the inside.
4. Clean and disinfect all telephones.
5. Vacuum upholstered furniture.
6. High dusting of moldings, doors and casings.
7. Dust picture frames and clean glass.

G. Quarterly Services

1. Strip and wax all floors.
2. Clean all ventilator ducts.
3. Clean naugahyde and/or plastic covered furniture.
4. Clean any blinds.

H. Semi-Annual Services

1. Steam shampoo all carpeted areas.
2. Clean overhead lighting fixtures and lighting glass.
3. Clean all overhead pipes and sprinklers.
4. Wash all windows outside.

PUBLIC WORKS CORPORATE YARD

311 South Greenwood Avenue (Office Building)

4 Times Weekly

General Cleaning

Services to be performed Monday – Thursday, excluding City Observed Holidays. Services to be performed after 7:00 p.m. Building includes: one large break room, 4 public restrooms, showers, 2 lockers rooms, 6 private offices, one EOC training room, 1 lobby, 1 small storage/break room and hallways.

A. Daily Service

Offices/Hallways/Corridors/Main Rooms

1. Empty all wastebaskets and other waste containers and insert liners as required.
2. Clean hand prints from counter tops, door jambs, and general dusting.
3. Remove spillage and stains from counters and floors.
4. Vacuum all carpets and runners.
5. Sweep all hallways and office floors.
6. Clean and polish drinking fountains.
7. Clean glass doors and windows.
8. All trash is to be picked up and deposited in designated places.
9. Empty recycle containers into designated bins.

B. Daily Service

Restrooms

15. Clean and sanitize all urinals, toilets and lavatories.
16. Clean mirrors and bright metals in the restroom.
17. Clean and sanitize all walls and stall partitions.
18. Refill soap, towel and tissue dispensers.
19. Remove and deposit trash in designated areas.
20. Sweep and mop-sanitize floors.
21. Replace deodorizers in urinals and room.
22. Sweep and remove debris from entryway.
23. Clean all porcelain surfaces in restrooms.

C. Daily Services

Break Areas

24. Clean all counters and sinks.
25. Clean all appliance exterior doors and inside of microwaves.
26. Remove and deposit trash in designated areas.

D. Weekly Service

1. Wet mop all non-carpeted floors, including lobby.
2. Spot clean doors and walls.
3. Dust windowsills, baseboards, blinds and counters.
4. Clean the exterior and interior of all glass surfaces on windows and doors.

E. Monthly Service General Cleaning

All monthly work to be done during the week that includes the first business day of the month and shall be ready for inspection on Monday of the following week.

1. Complete "high" dusting to include pictures, frames, sills, door jambs, ceiling vents and grilles, ceiling fans, fixtures and diffusing lenses, spotlights, baseboards, shades and drapes, blinds, clean walls, beams, and any areas not included in nightly cleaning.

F. Monthly Service Floors

2. Clean carpet area stains in heavy traffic areas.
3. Machine scrub tile floors in restrooms.

G. Bi-Yearly Service

1. The contractor is required to provide manpower for scheduled thorough cleaning of ceiling light fixtures, walls, pictures, blackboard, coves, ledges, beams, door and doorways, window and window frames, blinds, office furniture, upholstered furniture, molding and flooring (carpet, tile, hardwood, linoleum or concrete).
2. Strip and wax all floors.
3. Clean inside of refrigerators in break rooms.
4. Steam shampoo all carpeted areas as directed.

H. Miscellaneous

1. Documents on desks, tables, files, etc. are not to be disturbed.
2. Lock all entrance doors whenever necessary, with area lights turned off.
3. Report any needed repairs or hazardous items/areas.
4. Check calendar of Administration for meetings scheduled.

CONTRACT DOCUMENTS

A. PROJECT BID SHEETS

The Contractor shall complete this Project Bid Sheet for use only by City for comparison of bids and compensation to the Contractor for this project. The Bidder shall make their own estimate from information included in this contract and from field inspections. The proposed prices shall be valid for the initial three (3) years of life of the contract, and no adjustments will be requested by the contractor. The bid shall consist of two separate components:

- 1.1 **Monthly/Quarterly Custodial Maintenance Service**, which is described in this RFP, will be bid at an annual total amount, from January 1st to December 31st.
- 1.2 **As-needed Custodial Services**. Special Services, As-Needed Repairs or additional services, will be bid separately at a fixed rate to be billed at that rate each separate time the service is used. These services will not be part of the annual contract, but will be scheduled as needed as additional services.

**CITY OF MONTEBELLO
CITYWIDE CUSTODIAL SERVICES**

RFP PROPOSAL SHEET

I, the undersigned, have read and understand the attached specifications for Custodial Services. Further, I attended the Pre-bid Conference and Site Inspection, as required by the specification. If awarded the contract, I agree to perform the work in accordance with the terms and conditions of the RFP.

Bid Amounts:

For custodial services, by location, as outlined in the specifications:

Recreation and Parks Department:

a. City Hall:	\$ _____ /month	\$ _____ /Annual
b. Acuna Park (Parks and Recreation Office Building):	\$ _____ /month	\$ _____ /Annual
c. Acuna Park (Outside Restrooms):	\$ _____ /month	\$ _____ /Annual
d. Ashiya Park (Outside Restrooms):	\$ _____ /month	\$ _____ /Annual
e. City Park (Outside Restrooms):	\$ _____ /month	\$ _____ /Annual
f. City Park (Gym & Youth Center):	\$ _____ /month	\$ _____ /Annual
g. City Park (Aquatic Upstairs):	\$ _____ /month	\$ _____ /Annual
h. City Park (Aquatic Downstairs):	\$ _____ /month	\$ _____ /Annual
i. Senior Citizen Center:	\$ _____ /month	\$ _____ /Annual
j. Golf Course (Bicknell Scout House):	\$ _____ /month	\$ _____ /Annual
k. Grant Rea Park (Recreation Building):	\$ _____ /month	\$ _____ /Annual
l. Grant Rea Park (Community Room):	\$ _____ /month	\$ _____ /Annual
m. Grant Rea Park (Outside Restrooms):	\$ _____ /month	\$ _____ /Annual

n. Holifield Park (Recreation Building):	\$ _____ /month	\$ _____ /Annual
o. Holifield Park (Community Room):	\$ _____ /month	\$ _____ /Annual
p. Holifield Park (Outside Restrooms):	\$ _____ /month	\$ _____ /Annual
q. Potrero Heights Park (Recreation Building):	\$ _____ /month	\$ _____ /Annual
r. Potrero Heights Park (Outside Restrooms):	\$ _____ /month	\$ _____ /Annual
s. Reggie Rodriguez Park (Community Room):	\$ _____ /month	\$ _____ /Annual
t. Reggie Rodriguez Park (Outside Restrooms):	\$ _____ /month	\$ _____ /Annual
u. Sanchez Adobe Park (Office Building):	\$ _____ /month	\$ _____ /Annual
v. Sanchez Adobe Park (Outside Restrooms):	\$ _____ /month	\$ _____ /Annual
w. Taylor Ranch Park (Outside Restrooms):	\$ _____ /month	\$ _____ /Annual
x. Taylor Ranch Park (Community Room):	\$ _____ /month	\$ _____ /Annual
y. Transit Department:	\$ _____ /month	\$ _____ /Annual
z. Police Department:	\$ _____ /month	\$ _____ /Annual
aa. Public Works (Corporate Yard):	\$ _____ /month	\$ _____ /Annual
ab. Metrolink Station (Public Restroom)	\$ _____ /month	\$ _____ /Annual
Combined Total:	\$ _____ /month	\$ _____ /Annual

**CITY OF MONTEBELLO
CITYWIDE CUSTODIAL MAINTENANCE SERVICES
RFP
As-needed Custodial Services**

Service Type	Fixed Hourly Rate
Restroom Porter Services	
Kitchen Porter Services	
Power Cleaning Restrooms	
Floor Stripping/Carpet Cleaning	

For this quotation to be valid, this sheet must be signed.

Company Name

Representative's Name

Signature

Date

VENDOR QUESTIONNAIRE

In submitting a proposal, each bidder shall also provide the following information: (Use additional sheets, if necessary.) Brochures and advertisements will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete proposals will be rejected.

Organization: Describe your firm's qualifications to provide the service specified in this RFP. Be sure to include: founding date (month and year) and brief history of firm; facility/office location, current number of employees (full-time and part-time); special equipment acquired for the work; firm's vision and mission statements, and key services offered.

References: List three or more clients for whom you have been providing janitorial services. List references that are current and similar in size and scope of work. For each of these references, include organization name, address, and the name and telephone number of the contact person.

Quality Control Program: Describe your firm's established "proactive" Quality Control program that you will be providing to the City, to ensure a high level of performance is maintained on a consistent basis. Include any examples of forms currently being utilized and their particular functions/uses.

Contract administrator: Indicate the name, title, telephone number, and years of experience of the individual who will be administering the contract, if awarded to your firm.

Emergency information: List names and telephone numbers of persons that the City may need to contact in case of an emergency after hours, on weekends or holidays.

Employees: How many employees do you plan to hire or retain to provide the services specified in this RFP? Are they going to be permanent full-time or part-time employees? How long must a part-time employee work in your firm to become a permanent full-time employee? What percentage of your staff is currently employed full-time on a permanent basis?

Employee benefits: What kind of employee benefits does your firm have to offer to employees? Are your part-time employees going to be paid on an hourly basis plus benefits?

Employment practices: Include with your submittal a summary of your firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of your firm's training and injury/illness prevention programs.

Affiliations and accreditations: What are some of your firm's professional affiliations and accreditations?

Business License: Include with your submittal a copy of your firm's current business license. (Be sure to include a copy of same for any subcontractor listed above.)

Certificate of Insurance: The Contractor must have insurance meeting the minimum insurance requirements set forth herein. Include a copy of your firm's insurance certificate or a letter from surety stating that your firm is insurable for the limits required if awarded the contract. A certificate of insurance must be furnished to the City within fourteen (14) days after notification of award.

Performance Bond: The successful contractor will be required to furnish a performance bond equal to 100% of the amount bid for the first year. Include a copy of bond endorsement affecting such coverage from another account or provide a letter from surety stating that your firm is bondable for the limit required if awarded the contract. Said bond must be furnished to the City Purchasing Agent within fourteen (14) days after notification of award.

Fidelity Bond: The Contractor must be bonded against theft of personal property. Include a copy of bond endorsement effecting such coverage from another account or provide a letter from surety stating that your firm is bondable for the limit required (\$10,000 per occurrence) if awarded the contract. Said bond must be furnished to the City Purchasing Agent within fourteen (14) days after notification of award.

Criminal Background Check: The Contractor selected will be required to provide the name, date of birth, and Social Security number of all personnel who will be assigned to do the work, for the purpose of obtaining a criminal background check from the City of Montebello Police Department. This information must be furnished within twenty-four (24) hours, and shall apply to any new personnel due to employee turnover.

Clarification, Exception or Deviation: Each bidder may clarify or describe any exception or deviation from the requirements as set forth herein. Each clarification, exception or deviation must be clearly identified and submitted with your Proposal response. If there is no clarification, exception or deviation indicated, it will be considered that none exists.

SAMPLE PROFESSIONAL AGREEMENT

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. _____

**BY AND BETWEEN
CITY OF MONTEBELLO
AND
_____**

THIS AGREEMENT ("Agreement") is made and entered into on , 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 Custodial Maintenance and Services at various city-owned properties in the CITY; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for Citywide Custodial Services (, 2020) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary for providing the custodial 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 shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

- a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.
- b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager or his/her designee.

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by CONTRACTOR and shall be the CITY agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by CONTRACTOR during the term of this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 10. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 13. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR'S performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the City. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take

out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR'S employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against the CITY.

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR'S liability or as fall performance of CONTRACTOR'S duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract,

delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction 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
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, P.E.
City Manager

Name
Title of Representative

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

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

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: James Enriquez, P.E., Director of Public Works

SUBJECT: **Authorize Release of 90% of the Retention Funds for the Construction Contract with Gentry Brothers, Inc. for C.P. # 866 – Beverly Boulevard Street Improvements Project**

DATE: January 27, 2021

RECOMMENDATIONS

It is recommended that the City Council authorize the City Manager to release 90% of the Retention Funds, in the amount of \$41,247, for the construction contract with Gentry Brothers, Inc. for C.P. # 866 – Beverly Boulevard Street Improvements Project.

BACKGROUND

This Project was added to the Capital Improvement Program in Fiscal Year 2017-2018. The Project includes removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling and repaving existing asphalt pavement streets, adjustment of utility covers, installation of pavement markings, curb painting, and installation of traffic loops. The limits of the Project as previously approved are 21st Street to Howard Avenue.

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.

The Notice Inviting Bids was published in the 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, nine (9) bids were received and opened publicly. Gentry Brothers, Inc. (GBI), submitted the lowest responsive bid in the amount of \$739,951. The City Council awarded GBI the contract in that amount at its Meeting on February 12, 2020.

Authorize Release Of 90% Of The Retention Funds For The Construction Contract With Gentry Brothers, Inc. For C.P. # 866 – Beverly Boulevard Street Improvements Project

Page 2 of 2

GBI commenced construction on May 11, 2020. The Project was substantially completed in July 2020, with the exception of the pedestrian crosswalk added to the project as Change Order No. 2 on August 26, 2020. The equipment for the crosswalk was on backorder and was recently received. The contractor is scheduling the installation of the crosswalk at Beverly Boulevard and 20th Street in the next 30 days.

Since the majority of the work was satisfactorily completed in July 2020, the contractor has requested payment of 90% of the Retention Funds in the amount of \$41,247. Staff recommends release of these funds. The remainder of the Retention Funds will be released following the acceptance of the complete project by the City Council and the filing of the Notice of Proceed, once the remaining work is completed.

FISCAL IMPACTS

On February 12, 2020, the City Council approved a Resolution of Appropriation that allocated \$1,043,129 in Proposition C funds to the Project.

The City Council approved additional appropriations in the following amounts: 1) \$327,650 of Proposition C Funds on May 13, 2020; and 2) \$200,000 of Measure R funds on August 26, 2020. Total fund appropriation for this project is \$1,570,779.

The recommended action does not increase the project cost and requires no additional appropriations.

SUMMARY

Upon the approval of the City Council of the recommended action, staff will release 90% of the Retention Funds and coordinate the completion of the remaining work with the contractor.

ATTACHMENT(S)

None

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. 1503, consisting of 7 pages, and including

Warrant No.:
Checks No.: 591614 through 591752;
ACH 257 through 290

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 27th DAY OF JANUARY, 2021.

KIMBERLY ANN COBOS-CAWTHORNE, Mayor

ATTEST:

CHRISTOPHER JIMENEZ, City Clerk



City of Montebello

Register of Demands No. 1503

From Payment Date: 01/06/21 - To Payment Date: 01/14/21

Check #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331- General Account					
591614	01/06/2021	\$15,574.00	ADVERTISING/PRINTING SERVICES	3061	CORCORAN QUALITY GRAPHICS, INC.
591615	01/06/2021	\$3,879.14	ADVERTISING/PRINTING SERVICES	910	UNITED STATES POSTAL SERVICES
591616	01/07/2021	\$697.00	GENERAL GOVERNMENT	3098	ASHLEY SIA AILES
591617	01/07/2021	\$54.93	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
591618	01/07/2021	\$6,065.24	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TEST
591619	01/07/2021	\$2,995.27	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
591620	01/07/2021	\$1,278.40	FRINGE BENEFITS	58990	VISION SERVICE PLAN
591621	01/07/2021	\$1,593.60	VEHICLE MAINTENANCE/EXPENSES	269	ADVANCED ELECTRONICS SOLUTIONS INC.
591622	01/07/2021	\$3,830.40	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
591623	01/07/2021	\$3,996.83	SUPPLIES	9470	GRAINGER, INC.
591624	01/07/2021	\$412.23	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
591625	01/07/2021	\$200.00	CONTRACT SERVICES	2958	RACHEL YVONNE HOSKINS
591626	01/07/2021	\$5,035.27	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
591627	01/07/2021	\$30.15	UTILITY SERVICES	100	PICO WATER DISTRICT
591628	01/07/2021	\$383.22	SUPPLIES	42210	SAFETY-KLEEN SYSTEMS, INC.
591629	01/07/2021	\$371.68	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
591630	01/07/2021	\$49,679.10	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
591631	01/07/2021	\$281.23	CONTRACT SERVICES	131	UNITED SITE SERVICES
591632	01/07/2021	\$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
591633	01/07/2021	\$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
591634	01/07/2021	\$9.77	UTILITY SERVICES	23610	VERIZON WIRELESS
591635	01/07/2021	\$114.03	UTILITY SERVICES	23610	VERIZON WIRELESS
591636	01/07/2021	\$456.61	UTILITY SERVICES	23610	VERIZON WIRELESS
591637	01/07/2021	\$51.69	UTILITY SERVICES	23610	VERIZON WIRELESS
591638	01/07/2021	\$198.11	UTILITY SERVICES	23610	VERIZON WIRELESS
591639	01/07/2021	\$5,522.14	UTILITY SERVICES	23610	VERIZON WIRELESS
591640	01/07/2021	\$2,215.20	UTILITY SERVICES	23610	VERIZON WIRELESS
591641	01/07/2021	\$9.01	UTILITY SERVICES	23610	VERIZON WIRELESS



City of Montebello

Register of Demands No. 1503

From Payment Date: 01/06/21 - To Payment Date: 01/14/21

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4331- General Account					
591642	01/07/2021	\$4,570.33	FRINGE BENEFITS	58990	VISION SERVICE PLAN
591643	01/07/2021	\$2,232.18	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
591644	01/07/2021	\$2,602.97	UTILITY SERVICES	39550	AT&T
591645	01/07/2021	\$9,041.12	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
591646	01/07/2021	\$61,430.97	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
591647	01/07/2021	\$66.00	SUPPLIES	67210	AIR SOURCE INDUSTRIES
591648	01/07/2021	\$2,602.97	UTILITY SERVICES	39550	AT&T
591649	01/07/2021	\$25,215.87	CONTRACT SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROM
591650	01/07/2021	\$154,449.47	MACHINERY & EQUIPMENTS	3074	BEAM GLOBAL
591651	01/07/2021	\$80.00	TRAINING	21620	BURRO CANYON ENTERPRISES, INC.
591652	01/07/2021	\$297.05	CONTRACT SERVICES	36870	CINTAS CORPORATION
591653	01/07/2021	\$1,196.55	SUPPLIES	21690	COLUMBIA BUSINESS FORMS, INC.
591654	01/07/2021	\$3,275.00	CONTRACT SERVICES	2019	DEWEY SERVICES INCORPORATED
591655	01/07/2021	\$61.58	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
591656	01/07/2021	\$30.31	MAIL/ POSTAL EXPENSE	75390	FEDERAL EXPRESS FREIGHT
591657	01/07/2021	\$9,101.98	CONTRACT SERVICES	2981	G4S SECURE SOLUTIONS (USA) INC.
591658	01/07/2021	\$481.45	PREVENTIVE MAINTENANCE	70140	GNA-BROOK FIRE PROTECTION, INC.
591659	01/07/2021	\$5,920.00	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
591660	01/07/2021	\$1,415.00	CONTRACT SERVICES	44750	HEALTHFIRST MEDICAL GROUP
591661	01/07/2021	\$25.89	TRAVEL & MEETINGS	18760	FEDERICO JIMENEZ
591662	01/07/2021	\$5,220.82	SUPPLIES	26670	LIFE-ASSIST, INC.
591663	01/07/2021	\$57.65	SUPPLIES	74640	MISSION LINEN SUPPLY
591664	01/07/2021	\$876.29	SUPPLIES	3280	MONTEBELLO CITY TRANSIT
591665	01/07/2021	\$763.48	CONTRACT SERVICES	450	MUNICIPAL EMERGENCY SERVICES, INC.
591666	01/07/2021	\$1,399.30	SUPPLIES	3002	NUTRIEN AG SOLUTIONS, INC.
591667	01/07/2021	\$1,925.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
591668	01/07/2021	\$1,120.00	TRAINING	2466	ALAN MICHAEL PATALANO
591669	01/07/2021	\$132.65	CONTRACT SERVICES	36070	PATHOLOGY & LAB. MED. GROUP



City of Montebello

Register of Demands No. 1503

From Payment Date: 01/06/21 - To Payment Date: 01/14/21

Check #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331- General Account					
591670	01/07/2021	\$10,200.00	CONTRACT SERVICES	2312	PRECISION IRON WORKS
591671	01/07/2021	\$74.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
591672	01/07/2021	\$800.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES,
591673	01/07/2021	\$570.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROU
591674	01/07/2021	\$5,850.00	CONTRACT SERVICES	3054	CHERYL L. ROBERTS
591675	01/07/2021	\$320,908.00	IMPROVEMENTS OTHER THAN BUILDIN	20770	SEQUEL CONTRACTORS. INC.
591676	01/07/2021	\$3,981.60	CONTRACT SERVICES	743	SIERRA INSTALLATIONS, INC.
591677	01/07/2021	\$16,391.19	FRINGE BENEFITS	25850	STANDARD INSURANCE COMPANY
591678	01/07/2021	\$14,068.13	BUILDING IMPROVEMENTS	10450	VMI INC.
591679	01/13/2021	\$112.97	SUPPLIES	15620	OFFICE DEPOT
591680	01/14/2021	\$1,499.62	CONTRACT SERVICES	423	AIR EXCHANGE, INC.
591681	01/14/2021	\$688.94	UTILITY SERVICES	2257	AIRESPRING INC.
591682	01/14/2021	\$54,562.00	MACHINERY & EQUIPMENTS	74870	AVAIL TECHNOLOGIES, INC.
591683	01/14/2021	\$4,605.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
591684	01/14/2021	\$28,470.69	MISCELLANEOUS EXPENSE	13240	BANKCARD CENTER
591685	01/14/2021	\$1,100.00	CONTRACT SERVICES	34230	PHIL CULBERTSON
591686	01/14/2021	\$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
591687	01/14/2021	\$77.33	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
591688	01/14/2021	\$8,623.74	CONTRACT SERVICES	2981	G4S SECURE SOLUTIONS (USA) INC.
591689	01/14/2021	\$36,000.00	CONTRACT SERVICES	13750	CITY OF GLENDALE
591690	01/14/2021	\$3,945.79	CONTRACT SERVICES	48120	HINDERLITER,DE LLAMAS & ASSOCIATES
591691	01/14/2021	\$2,544.72	MISCELLANEOUS EXPENSE	48400	HOME DEPOT CREDIT SERVICES
591692	01/14/2021	\$2,732.08	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
591693	01/14/2021	\$5,171.34	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMP
591694	01/14/2021	\$692,611.88	VEHICLE PURCHASES	24690	NEW FLYER AMERICA (USA) INC.
591695	01/14/2021	\$116.35	SUPPLIES	15620	OFFICE DEPOT
591696	01/14/2021	\$2,500.00	CONTRACT SERVICES	61370	PADILLA & ASSOCIATES, INC.
591697	01/14/2021	\$3,039.00	CONTRACT SERVICES	18730	QUETEL, AN OMNIGO COMPANY



City of Montebello

Register of Demands No. 1503

From Payment Date: 01/06/21 - To Payment Date: 01/14/21

Check #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331- General Account					
591698	01/14/2021	\$148.00	TRAINING	47640	RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
591699	01/14/2021	\$1,888.86	SUPPLIES	317	ROAD AMERICA, INC.
591700	01/14/2021	\$111,892.95	IMPROVEMENTS OTHER THAN BUILDING	20770	SEQUEL CONTRACTORS. INC.
591701	01/14/2021	\$106.44	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
591702	01/14/2021	\$7,233.00	MACHINERY & EQUIPMENTS	3085	STREAMLINE AUTOMATION SYSTEMS, LLC
591703	01/14/2021	\$175.00	CONTRACT SERVICES	3099	JONATHAN TURCIOS
591704	01/14/2021	\$789.28	EDUCATION REIMBURSEMENT	2962	SARAI VILLALOBOS
591705	01/14/2021	\$153.90	VEHICLE MAINTENANCE/EXPENSES	72040	ALFONSO TIRES & REPAIRS, INC.
591706	01/14/2021	\$2,590.71	FURNITURE & FIXTURES PURCHASES	2676	BKM OFFICE FURNITURE
591707	01/14/2021	\$521.01	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES
591708	01/14/2021	\$756.72	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
591709	01/14/2021	\$39,846.41	VEHICLE PURCHASES	1700	72 HOUR LLC
591710	01/14/2021	\$600.00	CONTRACT SERVICES	3076	CHRISTOPHER JOHNSON
591711	01/14/2021	\$22,829.98	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
591712	01/14/2021	\$476.85	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO.
591713	01/14/2021	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
591714	01/14/2021	\$1,731.00	PERMITS AND FEES	1740	GREATER LOS ANGELES AREA COUNCIL
591715	01/14/2021	\$30.83	VEHICLE MAINTENANCE/EXPENSES	30190	I.B. AUTO PARTS, INC.
591716	01/14/2021	\$82.91	SUPPLIES	1612	JCL TRAFFIC SERVICES
591717	01/14/2021	\$4,922.97	SUPPLIES	26670	LIFE-ASSIST, INC.
591718	01/14/2021	\$136.85	TRAVEL & MEETINGS	790	CITY OF MONTEBELLO PETTY CASH
591719	01/14/2021	\$536.23	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
591720	01/14/2021	\$115.77	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.
591721	01/14/2021	\$3,221.47	CONTRACT SERVICES	20070	UC REGENTS
591722	01/14/2021	\$182.08	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
591723	01/14/2021	\$4,306.52	UTILITY SERVICES	39550	AT&T
591724	01/14/2021	\$1,978.72	UTILITY SERVICES	39550	AT&T
591725	01/14/2021	\$4,706.02	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC



City of Montebello

Register of Demands No. 1503

From Payment Date: 01/06/21 - To Payment Date: 01/14/21

Check #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331- General Account					
591726	01/14/2021	\$46.33	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE, INC.
591727	01/14/2021	\$312.34	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
591728	01/14/2021	\$1,750.68	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC
591729	01/14/2021	\$9.32	SUPPLIES	9470	GRAINGER, INC.
591730	01/14/2021	\$342.73	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC.
591731	01/14/2021	\$43.16	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
591732	01/14/2021	\$1,920.43	MACHINERY & EQUIPMENTS	2763	INSIGHT PUBLIC SECTOR, INC.
591733	01/14/2021	\$180.52	VEHICLE MAINTENANCE/EXPENSES	1890	LOU'S GOLF CARTS INC.
591734	01/14/2021	\$9,408.75	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA, INC
591735	01/14/2021	\$361.60	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
591736	01/14/2021	\$1,184.69	SUPPLIES	790	CITY OF MONTEBELLO PETTY CASH
591737	01/14/2021	\$14,578.33	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO.
591738	01/14/2021	\$21,550.00	MACHINERY & EQUIPMENTS	2480	SOCAL AUTO & TRUCK PARTS, INC.
591739	01/14/2021	\$450.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
591740	01/14/2021	\$574.73	FUEL	19700	SYNCHRONY BANK
591741	01/14/2021	\$28,349.70	FUEL INVENTORY	1059	AMBER RESOURCES LLC
591742	01/14/2021	\$22,518.68	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO.
591743	01/14/2021	\$4,562.02	UTILITY SERVICES	526	T-MOBILE USA, INC.
591744	01/14/2021	\$2,568.16	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
591745	01/14/2021	\$2,291.15	UTILITY SERVICES	23610	VERIZON WIRELESS
591746	01/14/2021	\$555.99	UTILITY SERVICES	23610	VERIZON WIRELESS
591747	01/14/2021	\$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
591748	01/14/2021	\$80.00	CARPOOL INCENTIVE	65410	MAGGALI CORREA
591749	01/14/2021	\$80.00	CARPOOL INCENTIVE	71590	LUZ MARIA
591750	01/14/2021	\$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
591751	01/14/2021	\$3,225.81	GENERAL	3102	JOSE AND ALBERTA SAUCEDO
591752	01/14/2021	\$4,193.37	GENERAL	3101	JOSE AND ALBERTA SAUCEDO
Subtotal		\$1,961,409.36			



City of Montebello

Register of Demands No. 1503

From Payment Date: 01/06/21 - To Payment Date: 01/14/21

Check #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331- General Account					
4331- General Account					
<u>EFT</u>					
257	01/07/2021	\$1,307.34	SUPPLIES		AMAZON CAPITAL SERVICES. INC.
258	01/07/2021	\$341.57	SUPPLIES		AMAZON CAPITAL SERVICES. INC.
259	01/07/2021	\$1,044.55	CONTRACT SERVICES		COMLOCK SECURITY GROUP, INC.
260	01/07/2021	\$22,850.01	CONTRACT SERVICES		COMPLETE LANDSCAPE CARE, INC.
261	01/07/2021	\$60.00	WATER SERVICES		FIRST CHOICE SERVICES
262	01/07/2021	\$35,258.87	CONTRACT SERVICES		GREEN GIANT LANDSCAPE INC.
263	01/07/2021	\$71,280.05	CONTRACT SERVICES		KTU & A
264	01/07/2021	\$14,500.00	ADVERTISING/PRINTING SERVICES		MONTEBELLO CHAMBER OF COMMERCE
265	01/14/2021	\$1,190.00	CONTRACT SERVICES		ADVANCED APPLIED ENGINEERING, INC.
266	01/14/2021	\$2,450.73	EQUIPMENT SUPPLIES		ALLSTAR FIRE EQUIPMENT INC.
267	01/14/2021	\$1,789.47	SUPPLIES		AMAZON CAPITAL SERVICES. INC.
268	01/14/2021	\$1,480.00	EDUCATION REIMBURSEMENT		CADENA, DONALD
269	01/14/2021	\$432.89	REIMBURSEMENT		COINER, JAMES
270	01/14/2021	\$662.72	COPIER SERVICES		IBE DIGITAL
271	01/14/2021	\$1,125.00	EDUCATION REIMBURSEMENT		ORTEGA, ELIZABETH
272	01/14/2021	\$305.02	EDUCATION REIMBURSEMENT		SALAZAR, ARLENE
273	01/14/2021	\$3,579.65	CONTRACT SERVICES		ANTARES GOLF LLC
274	01/14/2021	\$275.63	PRINTING SERVICES		ARTE PRINTING
275	01/14/2021	\$322,912.80	CONTRACT SERVICES		ATHENS SERVICES
276	01/14/2021	\$877.15	MACHINERY/EQUIPMENT		HD INDUSTRIES
277	01/14/2021	\$555.00	CONTRACT SERVICES		MR. ROOTER PLUMBING
278	01/14/2021	\$5,285.35	SUPPLIES		AMAZON CAPITAL SERVICES. INC.
279	01/14/2021	\$13,466.28	CONTRACT SERVICES		ANTARES GOLF LLC
280	01/14/2021	\$300.00	CONTRACT SERVICES		ATHENS SERVICES
281	01/14/2021	\$179.17	COPIER SERVICES		IBE DIGITAL
282	01/14/2021	\$10,625.57	CONTRACT SERVICES		NATIONWIDE ENVIRONMENTAL SERVICES
283	01/14/2021	\$40.00	CARPOOL INCENTIVE		AMAYA, ROBERT
284	01/14/2021	\$40.00	CARPOOL INCENTIVE		ANDRADE, ERIKA L



City of Montebello

Register of Demands No. 1503

From Payment Date: 01/06/21 - To Payment Date: 01/14/21

Check #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331- General Account					
285	01/14/2021	\$40.00	CARPOOL INCENTIVE		LOPEZ, MICHAEL
286	01/14/2021	\$40.00	CARPOOL INCENTIVE		PADILLA, BRIANNON
287	01/14/2021	\$40.00	CARPOOL INCENTIVE		PENUELAS-SOLIS, MARCO
288	01/14/2021	\$40.00	CARPOOL INCENTIVE		SAUCEDO, NICOLE I
289	01/14/2021	\$110.00	CARPOOL INCENTIVE		TORRES, JANELLE
290	01/14/2021	\$40.00	CARPOOL INCENTIVE		VALENZUELA, MATTHEW , A
Subtotal					
		\$514,524.82			
Total					
		\$2,475,934.18			