

CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA^{1 1[2]}
WEDNESDAY, OCTOBER 14, 2020

5:30 P.M.

MONTEBELLO CITY COUNCIL

SALVADOR MELENDEZ
MAYOR

KIMBERLY A. COBOS-CAWTHORNE
MAYOR PRO TEM

ANGIE M. JIMENEZ
COUNCILMEMBER

DAVID N. TORRES
COUNCILMEMBER

JACK HADJINIAN
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

CITY STAFF

CITY MANAGER
René Bobadilla

CITY ATTORNEY
Arnold M. Alvarez-Glasman

DEPARTMENT HEADS

Assistant City Manager
Fire Chief
Police Chief
Director of Finance
Director of Human Resources
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 Melendez
2. **ROLL CALL:** City Clerk I. Barajas

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:

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 October 14, 2020 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, October 14, 2020. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, <https://www.cityofmontebello.com/departments/administration/city-clerk-s-office.html>.

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION – 5:30 P.M.

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

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8

Property: 901 Via San Clemente, Montebello, CA

Agency's Negotiator: René Bobadilla, City Manager

Negotiating Party: Transports

Under Negotiation: Price and Terms

4a. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957

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

REGULAR SESSION - 6:30 P.M.

5. INVOCATION

PLEDGE OF ALLEGIANCE

6. PRESENTATION:

- **RECOGNITION OF BREAST CANCER AWARENESS MONTH**

7. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

8. CORRECTIONS TO THE AGENDA – CITY MANAGER

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

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

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

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

11. **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. 12 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.

SCHEDULED MATTER

12. **SECOND READING - ADOPTION OF ORDINANCE APPROVING CHANGES TO MONTEBELLO MUNICIPAL CODE CHAPTER 5.40 ESTABLISHING LOCAL REGULATIONS FOR SIDEWALK VENDORS AND SET FEES**

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Conduct second reading and adopt Ordinance approving changes to the Montebello Municipal Code Chapter 5.40 establishing local regulations for Sidewalk Vendors; and
- 2) Set fees appropriate to cover administrative costs related to the activities as well as provide for an annual renewal process; and
- 3) Establish a regulatory scheme that complies with California Senate Bill 946; and
- 4) Take such additional, related, action that may be desirable.

CONSENT MATTERS

13. UPDATE TABLE OF ORGANIZATION FOR PUBLIC WORKS

RECOMMENDED ACTION: It is recommended that the City Council:

It is recommended that the City Council approve an update to the Public Works Department Fiscal Year 2020-21 Table of Organization by adding one (1.0) full time Recreation and Community Services Superintendent position.

14. AWARD A PROFESSIONAL SERVICES AGREEMENT TO WEST COAST ARBORISTS, INC. FOR TREE MAINTENANCE SERVICES

RECOMMENDED ACTION: It is recommended that the City Council:

Award a professional services agreement to West Coast Arborists, Inc. (WCA) for tree maintenance services in an amount not-to-exceed \$460,000 annually for a five-year term with two one-year optional extensions.

15. AUTHORIZE THE PURCHASE OF ESSENTIAL POLICE, COMMUNITY DEVELOPMENT AND PUBLIC WORKS DEPARTMENT VEHICLES AND ASSOCIATED EQUIPMENT, CONVERSION COSTS AND CITY DECALS AND AMEND THE FISCAL YEAR 2020-21 BUDGET TO INCREASE APPROPRIATIONS

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Authorize the City Manager to direct the procurement of essential Police, Community Development (Code Enforcement) and Public Works Department vehicles and associated equipment and labor costs; and,
- 2) Amend the Fiscal Year 2020-21 budget by increasing appropriations in the General Fund (Account Nos. 100-30-300-6082, \$360,000, 100-80-815-6082, \$358,100), Asset Forfeiture Fund (Account No. 230-99-6082, \$251,000) and AQMD Air Quality Management District (AQMD) Fund (Account No. 245-99-6082, \$356,000); and,
- 3) Take such additional, related action that may be appropriate.

16. APPROVE A TRANSIT SAFETY AND SECURITY CONSULTING SERVICES REQUEST FOR PROPOSAL (RFP), NO. 20-17

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve a Transit Safety and Security Consulting Services Request for Proposal, (RFP) No. 20-17; and,
- 2) Take such additional, related, action that may be desirable.

17. ADOPT A RESOLUTION AUTHORIZING THE CITY OF MONTEBELLO TO IMPLEMENT AN ANNUAL FREE FARE SCHEDULE FOR MONTEBELLO BUS LINES

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Adopt a Resolution Authorizing the City of Montebello to Implement an Annual Free-Fare Schedule for Montebello Bus Lines.
- 2) Take such additional, related action that may be desirable.

18. PANDEMIC PARKING FINE RELIEF AD HOC COMMITTEE FINDINGS AND RECOMMENDATIONS

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Pass a Resolution authorizing the Police Chief or his designee to reduce either in part or full parking fines and late fees for parking citations issued by the Montebello Police Department to Montebello residents between March 15, 2020 and October 14, 2020 based on criteria determined and recommended by the City Council ad hoc committee; and
- 2) Take such additional and relate, action that may be desirable

19. RESOLUTION APPROVING APPLICATION SUBMITTALS FOR STATE OF CALIFORNIA PROPOSITION 68 PER CAPITA GRANT PROGRAM FUNDS

RECOMMENDED ACTION: It is recommended that the City Council:

It is recommended that the City Council approve a Resolution approving application submittals for State of California (the "State") Proposition 68 Per Capita Grant Program Funds.

20. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED OCTOBER 14, 2020

RECOMMENDED ACTION: It is recommended that the City Council:

Adopt the proposed Resolution approving the Warrant Register dated October 14, 2020.

21. APPROVAL OF MINUTES: SEPTEMBER 23, 2020

RECOMMENDATION: It is recommended that the City Council:

Approve minutes as written.

22. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

COUNCIL ORALS

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

ADJOURNMENT

NOTES

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Brad Keller, Chief of Police

SUBJECT: **Second Reading- Adoption of Ordinance approving changes to Montebello Municipal Code Chapter 5.40 establishing local regulations for Sidewalk Vendors and Set Fees**

DATE: October 14, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Conduct second reading and adopt Ordinance approving changes to the Montebello Municipal Code Chapter 5.40 establishing local regulations for Sidewalk Vendors; and
- 2) Set fees appropriate to cover administrative costs related to the activities as well as provide for an annual renewal process; and
- 3) Establish a regulatory scheme that complies with California Senate Bill 946; and
- 4) Take such additional, related, action that may be desirable.

BACKGROUND / ANALYSIS

On August 26, 2020, the City Council held a public hearing to consider the Ordinance approving changes to Chapter 5.40 of the Montebello Municipal Code establishing regulations for sidewalk vendors.

Senate Bill No. 946 (SB 946) was approved by Governor Jerry Brown on September 17, 2018. SB 946 prohibits a city, including a charter city, from regulating “sidewalk vendors” except in accordance with the provisions of SB 946 (codified as Government Code Sections 51036-51039). SB 946 went into effect on January 1, 2019, after which a city is prohibited from citing, fining, or prosecuting a sidewalk vendor for a violation of any rule or regulation that is inconsistent with SB 946.

Second Reading- Adoption of Ordinance approving changes to Montebello Municipal Code Chapter 5.40 establishing local regulations for Sidewalk Vendors and Set Fees

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However, a city may adopt a local Ordinance regulating the time, place, and manner of sidewalk vending if those regulations are directly related to objective health, safety, or welfare concerns.

The City currently prohibits street vending through various provisions of the Montebello Municipal Code (MMC), which among other things, prohibits foot or pushcart vendors from selling any food item on public streets or sidewalks.

These regulations conflict with the requirements of SB 946, and accordingly were invalid and unenforceable as of January 1, 2019. Accordingly, without approval of the Ordinance (as may be modified by City Council direction), the City will lack enforceable local regulations addressing the operation of the sidewalk vendors in or upon the City right of way and parks.

During the August 26, 2020 City Council meeting, the Council considered the introduction of the Ordinance to approve changes to Montebello Municipal Code Chapter 5.40 to establish local regulations for Sidewalk Vendors as well as setting fees. The item more completely defined and described the process for Sidewalk Vendor permits to be issued, thus it is included as an attachment to this item.

The item was open to public comments on August 26, 2020 and none were received.

Staff has thoroughly researched other City's adoption of similar Ordinances and has conducted a comprehensive fee study to establish a fee schedule for the issuance of a Sidewalk Vendor Permit.

FISCAL IMPACT

The proposed Ordinance is not anticipated to have any significant expenditure impact to the City of Montebello beyond general staffing and enforcement costs. Depending on the number of permits approved, there will be some additional revenue to the General Fund from one-time Sidewalk Vendor permits and annual Business License renewals. Staff will monitor the volume of sidewalk vendor permits and adjust revenue as necessary to account for the additional activity.

SUMMARY

The adoption of the proposed Ordinance will provide City Staff and Police Officers additional tools to monitor and regulate sidewalk vendors as well as set appropriate fees for sidewalk vendors. This Ordinance will ensure that the City of Montebello complies with State legislation while maintaining the community safe and healthy.

Second Reading- Adoption of Ordinance approving changes to Montebello Municipal Code Chapter 5.40 establishing local regulations for Sidewalk Vendors and Set Fees

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ATTACHMENT(S):

- A. Ordinance
- B. Copy of City Council Agenda Staff Report, August 26, 2020, Item #13

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, REPEALING AND REPLACING CHAPTER 5.40 OF THE MONTEBELLO MUNICIPAL CODE AND CREATING A PROGRAM TO REGULATE AND PERMIT SIDEWALK VENDING PURSUANT TO CALIFORNIA SENATE BILL 946

WHEREAS, on September 17, 2018, California Governor Edmund Gerald Brown signed Senate Bill ("SB") 946 into law, which regulates sidewalk vendors throughout the state including within the City of Montebello ("City");

WHEREAS, SB 946 took effect January 1, 2019, and limits the authority of the City to regulate sidewalk vendors, except as provided under California Government Code Sections 51038 and 51039;

WHEREAS, the Montebello Municipal Code ("MMC") currently prohibits or limits the activities of sidewalk vendors, which places the MMC in conflict with SB 946;

WHEREAS, the City Council adopts this ordinance under the authority of SB 946 and the City Council finds the regulations and requirements provided in this ordinance are directly related to the City's objective in protecting the health, safety and welfare of its residents, businesses, and visitors;

WHEREAS, the City Council finds this ordinance regulates the time, place, and manner of sidewalk vending, as specified, to address health, safety, and welfare concerns;

WHEREAS, the City Council finds the regulations in this ordinance, including, but not limited to those regulations governing minimum sidewalk widths, sidewalk vending receptacle sizes, distance requirements, and food and merchandise storage are necessary to ensure compliance with the federal Americans with Disabilities Act of 1990(Public Law 101-336) and other disability access standards;

WHEREAS, the City Council finds this ordinance is necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities; and

WHEREAS, the City Council finds this ordinance is necessary to prevent an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of City parks.

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

SECTION 1. The above recitals are true and correct and are incorporated herein as part of the findings for the passage of this Ordinance.

SECTION 2. Chapter 5.40 of the MMC is hereby repealed and replaced by the following:

Chapter 5.40

SIDEWALK VENDING REGULATIONS

Sections:

5.40.010	Purpose and intent
5.40.020	Definitions
5.40.030	Sidewalk vending activities prohibited in designated areas
5.40.040	Permit required
5.40.050	Issuance of permit
5.40.060	Permit application fee
5.40.070	Regulation of sidewalk vendors, receptacle, and activities
5.40.080	Penalties and violations
5.40.090	Permit revocation
5.40.100	Appeals

5.54.010 Purpose and intent

The purpose of this chapter is to establish a sidewalk vendor permitting and regulatory program that complies with Senate Bill 946 (Chapter 459, Statutes 2018). The provisions of this chapter allow the City to encourage small business activities by removing total prohibitions on portable food stands and certain forms of solicitation while still permitting regulation and enforcement of unpermitted sidewalk vending activities to protect the publics' health, safety and welfare.

A. The City Council hereby finds that, to promote the health, safety and welfare, restrictions on sidewalk vending are necessary to avoid negative impacts on the health, safety and welfare of the resident, including, but not limited to, the following:

1. Proliferation of illegal sales;
2. Potential public exposure to food-borne illnesses due to unlicensed vendors and unsanitary conditions;
3. Increase in trash and debris in public rights-of-way;
4. Overcrowded sidewalks impacting safe pedestrian movement;

5. Interference to the performance of police, firefighter, and emergency medical personnel;
6. Disruption to the flow of pedestrian and vehicular traffic including ingress or egress from, any residence, public building, place of business, or from the street to the sidewalk by persons exiting or entering parked or standing vehicles;
7. Mitigate negative impacts to the flow of pedestrian or vehicular traffic, including ingress into, or egress from, any residence, public building, or place of business, or from the street to the sidewalk, by persons exiting or entering parked or standing vehicles;
8. Provide reasonable access for the use and maintenance of sidewalks, pathways, poles, posts, traffic signs or signals, hydrants, restrooms, trash receptacles, firefighting apparatus, mailboxes, as well as access to locations used for public transportation services;
9. Maximize public access to and along the right-of-way;
10. Reduce exposure to legal liability to the city due to personal injury or claims for damage and litigation due to use of public property; and
11. Protect adult and minor residents from vendors with certain criminal history and background.

B. The city council further finds that the unique characteristics of the city require certain area specific restrictions on sidewalk vending as follows:

1. The Civic Center contains the city's emergency operation center, police stations, fire stations, and other critical infrastructure and equipment. Vending restrictions are necessary to ensure that public safety apparatuses are readily accessible and critical infrastructure is maintained and accessible at all times;
2. Restrictions on sidewalk vending at, in or around parks is necessary to protect the health, safety, and general welfare of those persons engaged in active parks and sports activities as well as spectators of sporting events and park activities;
3. Many of the sidewalks and pathways in the city are under eight feet wide and sidewalk vending in these areas unreasonably interfere with the flow of pedestrians and disrupt the access for persons with disabilities or decrease safety for users of the city's sidewalks; and

4. Due to the close interaction between sidewalk vendors and seniors, children, and residents generally, the restrictions placed on sidewalk vending are intended to protect the health, safety, and general welfare of the public, therefore criminal history investigations are necessary to protect the general public.

5.54.020 Definitions

For the purpose of this chapter, the words, terms, and phrases shall be defined as set forth herein, unless the context clearly indicates a different meaning is intended. Words, terms, and phrases used in this chapter that are not specifically defined shall be construed according to their context and the customary usage of the language.

1. "Certified farmers' market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agriculture Code and any regulations adopted pursuant to that chapter.
2. "City Facilities" means any facility, including but not limited to any place, amenity, or piece of equipment provided for city of Montebello purposes, that is owned and/or controlled by the city of Montebello.
3. "Civic Center" or "City Hall" means the buildings, facilities, and parking areas located at 1600 W Beverly Blvd, Montebello, CA 90640, including the police station and the appurtenant parking lots.
4. "Director" means the Planning & Community Development Department, or designated representative.
5. "Fire station" means any facility where fire engines and other emergency-related equipment of the Montebello Fire Department are housed.
6. "Food" means any item provided in Health and Safety Code Section 113781, as the same may be amended from time to time.
7. "Golf Course" means the golf course, land, buildings, facilities, and parking areas located at 901 Via San Clemente, Montebello, CA 90640.
8. "Heating element" means any device used to create heat for food preparation.
9. "Merchandise" means any item(s) that may be sold and immediately obtained from a sidewalk vendor, which is not considered food.
10. "Park" means public parks owned and/or controlled by the city of Montebello.

11. "Parkway" means that portion of a street or highway, other than the roadway or the sidewalk, and is generally identified as the space between the street and the sidewalk, or street medians.
12. "Pathway" means a paved path or walkway owned by the city or other public entity that is specifically designed for pedestrian travel, other than a sidewalk.
13. "Police station" means any facility where equipment and vehicles of the Montebello Police Department are housed.
14. "Public property" means all property owned or controlled by the city, including, but not limited to, buildings, parks, pathways, parkways, sidewalks, roadways, streets, and parking lots.
15. "Quiet Cannon" means the buildings, facilities, and parking areas located at 901 Via San Clemente, Montebello, CA 90640.
16. "Residential" means any area zoned exclusively as residential in Title 19 of the Montebello Municipal Code, or is designated exclusive for residential use as part of a conditional use permit, planned development permit, specific plan, residential overlay district, or equivalent.
17. "Roadway" means that portion of the street which is improved, designed, or ordinarily used for vehicular travel.
18. "Roaming sidewalk vendor" shall mean a sidewalk vendor who moves from place to place and stops only to complete a transaction.
19. "Sidewalk" means that portion of the highway or street other than the roadway or parkway, set apart by curbs, barriers, markings, or other delineation which is used principally for pedestrian travel.
20. "Sidewalk vendor" shall mean a person who vends food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance or from one's person, upon a public sidewalk or other pedestrian path, or such other meaning of such term as may be ascribed by Government Code Section 51036(a) from time to time.
21. "Sidewalk vendor activities" or "sidewalk vending activity" means actions that qualify a person as a sidewalk vendor or actions done in or upon public rights-of-way in anticipation of becoming a sidewalk vendor such as, but not limited to, placement or maintenance of any sidewalk vendor facilities.

22. "Sidewalk vending facilities" or "sidewalk vendor facilities" means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for sidewalk vending activities.

23. "Sidewalk vendor permit" or "permit" means the permit issued by the director and required prior to any person engaging in sidewalk vending activities in the city.

24. "Stationary sidewalk vendor" means a sidewalk vendor who vends from a fixed location.

25. "Swap meet" means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

5.54.030 Sidewalk vending activities prohibited in designated areas

Notwithstanding this chapter and any provisions of the Montebello Municipal Code, it is unlawful for any person to engage in sidewalk vending activities within the following locations or areas within the city:

A. Any public property that does not meet the definition of a sidewalk or pathway, including, but not limited to, any roadway, street, alley, or parking lot.

B. Within any area zoned for residential purposes, provided that roaming sidewalk vending activities operated in compliance with this ordinance shall not be prohibited.

C. Within the City designated "Downtown Corridor"

D. Within any area designated as a commercial center including but not limited to;

- "The Shops at Montebello", "The Mart", "The Plaza", "Towne Square", "Greenwood Center", "Garmar Plaza", "Mart of Montebello", "Downtown Plaza"

E.. Within five hundred feet of the following:

1. An area designated for a temporary special permit issued by the city, provided that any notice, business interruption mitigation, or other rights provided to affected businesses or property owners under the city's temporary special permit are also provided to a sidewalk vendor permitted to operate in the area, if applicable. For purposes of this paragraph, a temporary special permit is a permit issued by the city for the temporary use of, or encroachment on, the sidewalk or other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes, including, but not limited to, filming, parades, festivals, or outdoor concerts. A prohibition on sidewalk

vendor activities pursuant to this paragraph shall only be effective for the duration of the temporary special permit;

2. Civic Center, City Hall, any park, any police station, any fire station, or any City Facilities including but not limited to the Quiet Cannon and the Golf Course;
3. Any public or private school, or a large or general child day-care facility, between the hours of six a.m. and six p.m.;
4. Any place of assembly or worship, between one hour before and one hour after scheduled event or presentation times;
5. An area designated for a permitted certified farmers' market during the limited operating hours of that certified farmers' market; or
6. Any police officer, firefighter, or emergency medical personnel who are actively performing their duties or providing services to the public.

F.. Within fifty feet of the following:

1. Any public picnic area, playground area or playground equipment; or
2. Any public community center, athletic field, softball/baseball diamond, basketball court, handball court, pickleball court, tennis court, soccer field, or volleyball court; or
3. Public restroom; or
4. Another sidewalk vendor.

G.. Within ten feet of the following:

1. A marked crosswalk;
2. The curb return of an unmarked crosswalk;
3. Fire hydrant, fire call box, or other emergency facility;
4. Bus bench, transit or bus shelter;
5. Driveway or driveway apron;
6. Curb which has been designated as white, yellow, green, blue, or red zone;

7. ATM or other vending machine;
 8. Any driveway; or entrance or exit to a building, structure or facility; or
 9. Bike rack.
- H.. Within ten feet ahead, and forty-five feet to the rear, of a sign designated a bus stop.
- I.. Within five feet of an area improved with lawn, flowers, shrubs, trees, or street tree wells; or an outdoor dining or patio dining area.
- J. Stationary sidewalk vendors shall not engage in any sidewalk vending activities:
1. On any sidewalk or pathway that is not a minimum width of eight feet; or
 2. At any park where the city has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.
- K. In or on the median of any street, road, or highway.
- L. In or immediately adjacent to any area designed for parking, bus zones, stopping, or loading; or in any location where the sidewalk vending receptacle blocks manholes, utility access points, and/or vents.
- M. In any location which the location of the sidewalk vending receptacle, or the operation of sidewalk vending activities, would result in or cause a violation of applicable law, including, but not limited to, the Americans with Disabilities Act.
- N. Notwithstanding any specific prohibition in this ordinance, any location or area where the operation of sidewalk vending activities creates a reasonably foreseeable danger to the safety of persons or property.

5.54.040 Permit required

- A. No person, either for themselves or any other person, shall engage in any sidewalk vendor activities within the city without first applying for and receiving a permit from the director under this chapter; and maintaining at all times in full force and effect, the sidewalk vending permit, a business license pursuant to Chapter 5.04 of this code, and any other permits, authorizations, or approvals required by law from the city or other governmental agency that is applicable to sidewalk vending activities.
- B. Any person wishing to engage in sidewalk vendor activities as defined in this chapter shall file an application with the director on forms approved by the director. Such application shall contain the following information:

1. The name, address, and telephone number of the person applying to become a sidewalk vendor;
2. The name, address, and telephone number of the person who will be in charge of any roaming sidewalk vendors, sidewalk vending activity and/or be responsible for the person(s) working at the sidewalk vending receptacle;
3. The name, address, and telephone number of all persons that will be employed as roaming sidewalk vendors or at a sidewalk vending receptacle;
4. The number of sidewalk vending receptacles the sidewalk vendor will operate within the city under the permit;
5. The location(s) in the city where the sidewalk vendor intends to operate;
6. The day(s) and hours of operation the sidewalk vendor intends to operate at such location(s);
7. Whether the vendor intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor and, if roaming, the intended path of travel;
8. The dimensions of the sidewalk vendor's sidewalk vending receptacle(s), including a picture of each sidewalk vending receptacle operating under the permit and any signs that will be affixed thereto;
9. Whether the sidewalk vendor will be selling food, merchandise, or both;
10. If the sidewalk vendor is selling food, a description of the type of food to be sold, whether such foods are prepared on site, whether such foods will require a heating element inside or on the sidewalk vending receptacle for food preparation, and the type of heating element, if any;
11. If the vendor is selling merchandise, a description of the merchandise to be sold;
12. If the vendor is selling food, the name and address of the food commissary in which the sidewalk vending receptacle is stored and maintained;
13. A copy of the public health permit required for any sidewalk vendors selling food, as required by Los Angeles County Code Title 11 Health and Safety;
14. Proof the person possesses a valid California Department of Tax and Fee Administration seller's permit which notes the city as a location or sublocation, which shall be maintained for the duration of the sidewalk vendor's permit;

15. An acknowledgement that the sidewalk vendor will comply with all other generally applicable local, state, and federal laws;

16. A certification that, to their knowledge and belief, the information contained within the application is true;

17. An agreement by the sidewalk vendor to defend, indemnify, release and hold harmless the city, its city council, commissions, officers, and employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs, and expenses (including, without limitation, attorney's fees, disbursements, and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to the permit or the vendor's sidewalk vending activities. This indemnification shall include, but not be limited to, damages awarded against the city, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, or proceeding whether incurred by the permittee, city, and/or the parties initiating or bringing such proceeding;

18. An acknowledgement that use of public property is at the sidewalk vendor's own risk and that the city does not take any steps to ensure public property is safe or conducive to the sidewalk vending activities, and that the sidewalk vendor uses the public property at the vendor's own risk and assumes such risks;

19. An acknowledgement that the sidewalk vendor will obtain and maintain throughout the duration of any permit issued under this chapter, any insurance required by the city's risk manager;

20. Vendor shall cooperate with the director and submit to a local and state summary criminal history information investigation, and certify whether disqualifying criminal history has been discovered. Accordingly, pursuant to Penal Code Sections 11105 and 13300, the city council explicitly authorizes the director to obtain such information as it relates to disqualifying convictions or conduct related to the crimes and offenses described in this chapter; and

21. Any other relevant information required by the director, or designee.

5.54.050 Issuance of permit

A. Within thirty calendar days of receiving a completed application, the director shall issue a sidewalk vendor permit, with appropriate conditions, as provided for herein, if the director finds all of the following:

1. The conduct of the sidewalk vendor will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby tenants to the quiet enjoyment and peaceable enjoyment of their property, or otherwise be detrimental to the public peace, health, safety, or general welfare;
2. The conduct of the sidewalk vendor will not unduly interfere with normal governmental or city operations, threaten to result in damage or detriment to public property, or result in the city incurring costs or expenditures in either money or personnel not reimbursed in advance by the vendor;
3. The conduct of such sidewalk vending activity will not constitute a fire hazard, and all proper safety precautions will be taken;
4. The conduct of such sidewalk vending activity will not require the diversion of law enforcement officers to properly police the area of such activity as to interfere with normal law enforcement protection for other areas of the city;
5. The sidewalk vendor has paid all previous administrative fines, completed all community service, and completed any other alternative disposition associated in any way with a previous violation of this chapter;
6. The sidewalk vendor has not had a permit revoked within the past twelve months;
7. The sidewalk vendor's application contains all required information;
8. The sidewalk vendor has not made a materially false, misleading or fraudulent statement of fact to the city in the application process;
9. The sidewalk vendor has satisfied all the requirements of this chapter;
10. The sidewalk vendor has paid all applicable fees as set by city council resolution;
11. The sidewalk vendor's sidewalk vending receptacle and proposed activities conform to the requirements of this chapter;
12. The sidewalk vendor has adequate insurance to protect the city from liability associated with the sidewalk vendor's activities, as determined by the city's risk manager, or designee;
13. The sidewalk vendor, or any other person for whom information is required to be provided pursuant to this chapter, has not within the past three years, been convicted of or pled nolo contendere to any felony or of any misdemeanor crime

involving moral turpitude or such crime that is substantially related to the qualifications, functions, or duties of a sidewalk vendor, including, but not limited to, the crimes listed under of the California Penal Code, Part 1, Title 9 Of Crimes Against the Person Involving Sexual Assault, and Crimes Against Public Decency and Good Morals.

B. The director, in granting any permit under this chapter, may also impose such reasonable conditions with respect to the use and scope of such permit as is determined to be necessary to protect the public health, safety and/or welfare, and to implement the intent and purpose of this ordinance.

C. All permits issued under this chapter shall expire twelve months from the date of issuance. A sidewalk vendor permit is non-transferable. Any change in ownership or operation of a sidewalk vendor or sidewalk vending receptacle requires a new permit under this chapter. Only one sidewalk vendor permit may be issued to any single person, company, or entity and the permit shall specify whether the permit is for roaming sidewalk vending or stationary sidewalk vending. No person, company, or entity shall conduct both roaming and stationary sidewalk vending under a permit.

D. The director shall consider and review applications for permit renewals pursuant to the criteria set forth in this section. Failure of a permittee to file an application to renew a permit at least thirty calendar days before the expiration thereof shall require the filing of a new application and the payment of the associated fee.

5.54.060 Permit application fee

Each application for a sidewalk vendor permit, and each application for an annual renewal of a sidewalk vendor permit, shall be accompanied by a non-refundable applicable fee, or non-refundable application renewal fee, as applicable, each in an amount established by resolution of the city council.

5.54.070 Regulation of sidewalk vendors, receptacle, and activities

A. All persons engaging in sidewalk vending activities within the city of Montebello shall, in addition to any conditions imposed as a condition of permit issuance, comply with the following conditions:

1. The sidewalk vendor permit issued by the city shall be displayed conspicuously at all times on the sidewalk vending receptacle or the vendor's person.
2. If applicable, a public health permit issued by the county of Los Angeles shall be displayed conspicuously at all times on the sidewalk vending receptacle or the vendor's person and offer food in a manner approved by the county of Los Angeles.

3. Sidewalk vendors must operate in compliance with all applicable federal, state, county, and local laws.
4. Sidewalk vendors shall not store or leave their sidewalk vending receptacle unattended on public property for any reason, including, but not limited to, for the purpose of soliciting business.
5. The sidewalk vending receptacle shall not be chained, fastened, tethered, or otherwise attached to any pole, sign, tree or other object in the public right-of-way.
6. Sidewalk vending activities are prohibited between the hours of ten p.m. and seven a.m., daily.
7. Sidewalk vending receptacle shall not be located on any public property when the receptacle is not being actively utilized for sidewalk vending activities.
8. A sidewalk vending receptacle from which food is sold shall operate out of a commissary, mobile support unit, or other approved facility.
9. Sidewalk vendors shall allow a law enforcement officer, firefighter, life safety services officer, code enforcement officer, health inspector, or other government official charged with enforcing laws related to sidewalk vendor activities, at any time during the operation of such activities, to inspect the sidewalk vending receptacle for compliance with the requirements of this chapter, the sidewalk vending permit, and to ensure the safe operation thereof.
10. If a sidewalk vending receptacle requires more than one person to conduct the sidewalk vending activity, all such persons associated with the sidewalk vending receptacle shall be within five feet thereof when conducting sidewalk vending activities.
11. Sidewalk vendors shall ensure that all customer queuing, waiting areas, or lines do not block, hinder, or interfere with the free flow of pedestrian or vehicular traffic along, over, or across public property, and otherwise comply at all times with the location-related restrictions set forth in this ordinance relative to sidewalk vending activities.
12. Sidewalk vendors shall comply with the noise standards provided in of the Montebello Municipal Code, and shall not utilize any amplifying or sound-generating equipment or devices in connection with sidewalk vendor activities, with the exception of one bell with maximum diameter of two inches.

13. Sidewalk vendors shall maintain a trash container in or on the sidewalk vending receptacle, and immediately clean up any food, waste, grease or other fluid or item related to sidewalk vending activities from public property. The trash receptacle must be large enough to accommodate customer trash without utilizing existing trash receptacles located on any block for use by the general public. A sidewalk vendor may not dispose of customer trash in existing trash receptacles on public property.

14. Sidewalk vendors shall not discharge or allow to discharge any fluids, liquids, grease, or hazardous materials on private or public property.

15. Sidewalk vendors shall ensure, at all times, that a ten-foot area immediately surrounding the sidewalk vending receptacle is free and clear from trash, litter, and debris at all times.

16. Sidewalk vendors shall, at all times, maintain a minimum four-foot-wide area over and across any pathway, sidewalk, or public property that is free from and clear from all obstructions associated with sidewalk vendor activities, including, but not limited to, sidewalk vending receptacle and customer queuing areas. Notwithstanding the specifics of this subsection, the area to be kept free and clear shall be at least as large as necessary to comply with the Americans with Disabilities Act.

B. All sidewalk vending receptacles utilized for sidewalk vending activities shall, in addition to any conditions imposed as a condition of permit issuance, comply with the following conditions:

1. Except as may otherwise be approved in a sidewalk vending permit, sidewalk vending receptacles and any attachments thereto, including, but not limited to, food, merchandise, or signage, shall not exceed a total height of four feet, a total width of four feet, and a total length of four feet. In approving sidewalk vending receptacles of greater size, the director shall evaluate such requests by balancing: (a) the sidewalk vendor's reasonable need for a larger sidewalk vending receptacle given the nature of the sidewalk vending activities to be operated, the merchandise or food to be sold, and the location where the sidewalk vending activities are proposed to be operated, against; (b) the risk to the public health, welfare, and safety created by the larger sidewalk vending receptacle.

2. All signage and advertising related in any way to the sidewalk vendor shall comply with the terms and conditions of the permit, and shall be attached to the sidewalk vending receptacle, if any, or the sidewalk vendor's person.

3. Sidewalk vendors shall not utilize any electrical, flashing, wind powered, or animated signs.

4. Sidewalk vending receptacles shall not touch, lean against or be affixed at any time to any other building or structure including, but not limited to, lampposts, parking meters, mailboxes, traffic signals, fire hydrants, benches, bus shelters, newsracks, trashcans, trees, or traffic barriers.

C. No person engaging in sidewalk vending activities shall engage in any of the following:

1. Renting of merchandise to customers.
2. Displaying of merchandise or food that is not available for immediate sale.
3. Selling of alcohol, cannabis, adult oriented material, tobacco products, products that contain nicotine, or any product used to smoke/vape nicotine or cannabis, or any business or occupation that is not permitted or is prohibited by the Montebello Municipal Code.
4. Using or containing propane, natural gas, batteries, or other explosive or hazardous materials within a vending receptacle.
5. Using an electrical outlet or power source that is owned by the city or another person other than the sidewalk vendor.
6. Utilizing a portable generator in connection with sidewalk vending activities.
7. Conducting sidewalk vending activities under shaded structures, awnings, gazebos, and bandshell in parks, except as authorized by an agreement with the city.
8. Continuing to offer food or merchandise for sale to any person who has been offered food or merchandise by the sidewalk vendor and has declined the offer, or following or otherwise harassing any such person, or otherwise making any statements, gesture, or other communication that would be perceived as threatening by a reasonable person.
9. Knowingly making false statements or misrepresentations during the course of offering food or merchandise for sale.
10. Blocking or impeding the free flow of any pedestrian or vehicle traversing public property.

5.54.080 Penalties and violations

Violators of this chapter shall not be prosecuted as infractions or misdemeanors and shall only be punished by the following administrative citations and revocation structure:

A. Except as otherwise provided in this chapter, any violation of this chapter shall be subject to administrative fines in the following amounts:

1. An administrative fine not exceeding one hundred dollars for a first violation;
2. An administrative fine not exceeding two hundred dollars for a second violation within one year of the first violation; and
3. An administrative fine not exceeding five hundred dollars for each additional violation within one year of the first violation.

B. If any person violates any portion of this chapter and cannot present proof of a valid permit, the sidewalk vendor shall be assessed administrative fines in the following amounts:

1. An administrative fine not exceeding two hundred fifty dollars for a first violation;
2. An administrative fine not exceeding five hundred dollars for a second violation within one year of the first violation; and
3. An administrative fine not exceeding one thousand dollars for each additional violation within one year of the first violation.

C. Upon proof of a valid permit issued by the city, the administrative fines set forth in subsection B shall be reduced to the administrative fines set forth in subsection A.

D. Notwithstanding the foregoing, the director, or hearing officer on appeal, may allow a person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition for violations of this subsection.

5.54.090 Permit revocation

A. Permits issued under the provisions of this chapter may be revoked by the director, after notice and hearing, for any of the following causes:

1. Fraud, misrepresentation or false statement contained in the application for a permit;

2. Conducting the business in an unlawful manner, or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public;

3. Upon a sidewalk vendor being issued a fourth or subsequent citation for violations of this chapter within one calendar year of the first violation.

B. Notice of the hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee, at the last known address of the licensee, at least five days prior to the date set for hearing.

5.54.100 Appeals

A. Administrative citations shall be appealed in the following manner:

1. Any recipient of an administrative citation may request an ability-to-pay determination by the city, or contest the violation, by requesting an administrative hearing in accordance with Chapter 1.14 of the Montebello Municipal Code, subject to the time frames set forth in Government Code Section 51039(f)(1), or any successor section;

2. Any recipient of an administrative citation may file for a hardship waiver in accordance with Chapter 1.14 of the Montebello Municipal Code;

3. All appeals of administrative citations shall be heard and conducted by a hearing officer pursuant to Chapter 1.14 of the Montebello Municipal Code.

B. Any person aggrieved by the action of the director in the denial or revocation of a permit shall have the right of appeal to the city council in accordance with the provisions of Section 5.04.310 of the Montebello Municipal Code.

SECTION 3. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

SECTION 4. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA

Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. If any section, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by a decision or any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each and every section, part or portion not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. This ordinance shall become effective thirty (30) days after its adoption. The City Clerk shall certify to the adoption of this Ordinance causing it to be posted as required by law.

INTRODUCED at a regular meeting of the City Council of the City of Montebello on the 14th day of October 2020, and **PASSED, APPROVED AND ADOPTED** by the City Council at a regular meeting thereof held on the 14th day of October 2020, voting as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Brad Keller, Chief of Police

SUBJECT: **Adopt Ordinance Amending Chapter 5.40 of the Montebello Municipal Code establishing local regulations for Sidewalk Vendors and Set Fees**

DATE: August 26, 2020

RECOMMENDATION

It is recommended that City Council

- 1) Review and adopt an ordinance amending chapter 5.40 of the Montebello Municipal Code establishing local regulations for sidewalk vendors; and
- 2) Set fees appropriate to cover administrative costs related to the activities as well as provide for an annual renewal process; and
- 3) Establish a regulatory scheme that complies with California Senate Bill 946

BACKGROUND

Senate Bill No. 946 (SB 946) was approved by Governor Jerry Brown on September 17, 2018. SB 946 prohibits a city, including a charter city, from regulating “sidewalk vendors” except in accordance with the provisions of SB 946 (codified as Government Code Sections 51036-51039). SB 946 went into effect on January 1, 2019, after which a city is prohibited from citing, fining, or prosecuting a sidewalk vendor for a violation of any rule or regulation that is inconsistent with SB 946. SB 946 defines a “sidewalk vendor” as “a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one’s person, upon a public sidewalk or other pedestrian path.”

Specifically, under SB 946 a City may not prohibit or restrict the following:

- Prohibit sidewalk vending activities in the City.

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- Require a sidewalk vendor to operate within specific parts of the right-of-way (ROW), except when that restriction is directly related to objective health, safety, or welfare concerns.
- Restrict the overall number of sidewalk vendors permitted to operate within the jurisdiction of the City, unless the restriction is directly related to objective health, safety, or welfare concerns.
- Restrict sidewalk vendors to operate only in a designated neighborhood or area, except when that restriction is directly related to objective health, safety, or welfare concerns.
- Impose administrative citations for violations of sidewalk vending ordinances and regulations—SB 946 does not allow criminal penalties but allows administrative fines for violations of sidewalk vending regulations.

However, a city may adopt a local ordinance regulating the time, place, and manner of sidewalk vending if those regulations are directly related to objective health, safety, or welfare concerns.

The City currently prohibits street vending through various provisions of the Montebello Municipal Code (MMC), which among other things, prohibits foot or pushcart vendors from selling any food item on public streets or sidewalks.

These regulations conflict with the requirements of SB 946, and accordingly were invalid and unenforceable as of January 1, 2019. Accordingly, without approval of the Ordinance (as may be modified by City Council direction), the City will lack enforceable local regulations addressing the operation of the sidewalk vendors in or upon the City ROW and parks.

If unregulated, City staff believes that sidewalk vending poses a likelihood of creating negative impacts on the health, safety and welfare of the community, including but not limited to: illegal sales; exposure to food-borne disease from unlicensed vendors; unsanitary conditions; public hazards from trash and debris; overcrowded sidewalks impeding the free flow of pedestrian movement; inconsistency with the federal American with Disabilities Act of 1990; and line-of-sight obstruction from vehicles and pedestrians traversing the ROW.

In addition to these general concerns, there are specific areas in the City that experience high pedestrian and vehicular traffic volumes because of their proximity to business and attractions. In these areas, the operation of sidewalk vending activities would unduly burden the free flow of traffic, exacerbate existing traffic safety concerns, and cause overcrowding of the public ROW.

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Staff also has significant concerns that the operation of sidewalk vending activities located next to certain City receptacles, or in close proximity to certain public amenities located in the public ROW, would similarly create over-congestion, detract from the germane purpose of the subject property or city, or otherwise create a risk to the property or safety of the public. In accordance with Government Code Sections 65867, 65090 and 65091 notice to the community was provided on August 18, 2020 regarding the Notice of Public Hearing.

Proposed Ordinance

To address these concerns, staff is submitting the attached Ordinance for City Council consideration and approval. The proposed ordinance would make it unlawful for any person to engage in sidewalk vending activities in the following locations (unless approved by the Planning and Community Development Director):

- At any public property that is not a sidewalk or pathway;
- Within areas zoned for residential purposes—excluding roaming sidewalk vending;
- Within the City designated “Downtown Corridor”
- Within any area designated as a commercial center including but not limited to;
 - “The Shops at Montebello”, “The Mart”, “The Plaza”, “Towne Square”, “Greenwood Center”, “Garmar Plaza”, “Mart of Montebello”, “Downtown Plaza”
- Within five hundred (500) feet of the following:
 - An area with a City issued temporary use special permit;
 - Civic Center, City Hall, any park, any police station, any fire station, or any City Facilities including but not limited to the Quiet Cannon and the Golf Course;
 - Any public or private school, or day-care between 6:00 a.m. and 6:00 p.m.;
 - Place of assembly or worship one hour before and one hour after an event;
 - A certified farmer’s market;
 - An area where police, firefighter, or emergency medical personnel are actively performing duties;
- Within fifty (50) feet of any of the following:
 - public picnic area;
 - public community center, athletic field, softball/baseball diamond, basketball court, handball court, pickleball court, tennis court, soccer field, or volleyball court; or
 - public restroom; or
 - another sidewalk vendor.

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- Within ten (10) feet of any of the following:
 - a marked crosswalk;
 - the curb return of an unmarked crosswalk;
 - fire hydrant, fire call box, or other emergency receptacle;
 - bus bench;
 - transit or bus shelter;
 - driveway or driveway apron;
 - curb which has been designated as white, yellow, green, blue, or red zone;
 - ATM or other vending machine;
 - any driveway; or entrance or exit to a building, structure or facility; or
 - bike rack.
- Within ten (10) feet ahead, and forty-five (45) feet to the rear, of a sign designated a bus stop;
- Within five (5) feet of an area improved with lawn, flowers, shrubs, trees, or street tree wells; or an outdoor dining or patio dining area;
- Stationary sidewalk vendors shall not engage in any sidewalk vending activities:
 - on any sidewalk or pathway that is not a minimum width of eight (8) feet, or;
 - at any park where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire;
- In or on the median of any street, road, or highway;
- In or immediately adjacent to areas designed for parking, bus, and stopping/loading zones, areas where sidewalk vending would block manholes, utility access points and/or vents;
- In areas where sidewalk vending would result in violation of applicable law (including Americans with Disabilities Act);
- Areas where sidewalk vending would or could result in reasonably foreseeable danger to the safety of persons or property

Permit Requirements

The ordinance would also prohibit persons from engaging in sidewalk vending activities without first applying for, being issued, and maintaining (1) a sidewalk vending permit from the City; (2) a business license; and (3) any other permits required by law. Applications would be in writing and include – among other things – an applicant's personal identification information, photograph, business/residence address, a criminal history check, intended days/hours of operation, description of items to be sold, proof of insurance—among other information.

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Under the ordinance, a person, company, or entity may possess no more than one sidewalk vending permit and each permit allows either roaming or stationary sidewalk vending only—not both.

Applicants who have been convicted in the last three (3) years of a felony or misdemeanor offense constituting a crime of moral turpitude or any offense listed under Title 9 of the California Penal Code titled “Of Crimes Against the Person Involving Sexual Assault, and Crimes Against Public Decency and Good Morals” are disqualified from being issued a permit.

Issuance of Permit

Permits would be issued within thirty (30) calendar days of receipt so long as the applicant submits a complete application and meets all the requirements/conditions. The term of the permit is for twelve (12) months from the date of issuance.

Permit Application Fee

Applications for a sidewalk vending permit, or renewals thereof, would be accompanied by a one-time, non-refundable application fee. Staff has conducted a comprehensive fee study (Attachment B) and suggests a Sidewalk Vending Permit with a flat fee of one hundred and fifty dollars (\$150). Applicants will also be required to apply for and annually renew a City business license at an annual cost of \$80 – or whatever the current business license fee is as updated at a future date. Aside from City required permits, applicants will also be required to maintain applicable State and County permits. In reviewing the costs of surrounding cities (Attachment B), the proposed fees (\$150 one-time Sidewalk Vending Permit and annual business license – currently set a \$80) is reasonable.

Regulation of Sidewalk Vendors, Receptacles and Activities

The ordinance requires sidewalk vendors to, at all times, comply with the following requirements, among others detailed in the proposed ordinance:

- Indemnify the City and maintain liability insurance;
- Vendors must have their permits on display at all times;
- Possess a Public Health Permit from the County of Los Angeles;
- Vendors must operate in compliance with all applicable laws;
- Food vendors shall store food vending receptacles at a commissary;
- Vendors may not leave their vending receptacles unattended at any time;
- Vending activities are prohibited between the hours of 10:00 p.m. and 7:00 a.m.;
- Vendors must allow officials performing in such capacities to inspect their vending receptacles, permits;

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- Vendors must ensure customer lines do not block the flow of pedestrian or vehicular traffic;
- Vendors must comply with noise, waste management, signage/advertisement;
- Vendors must maintain at least a four (4) foot-wide area that is free and clear from obstruction;
- Vendors shall comply with MMC noise regulations and shall have no sound amplification or generating equipment other than a 2" maximum diameter bell;
- Vendors shall maintain a trash container in or on the sidewalk vending receptacle, and immediately clean up any food, waste, grease or other fluid or item related to sidewalk vending activities;
- Vendors shall not discharge any fluids, liquids, grease, or hazardous materials;
- Maintain a ten (10) foot area immediately surrounding the sidewalk vending receptacle free and clear from trash, litter, and debris;
- Maximum size restrictions on the carts or receptacles used for sidewalk vending activities;
- Vendors shall not use any electrical, flashing, or wind powered signs;
- No renting merchandise to customers;
- No selling alcohol, cannabis, tobacco, or adult oriented material; and
- No use of propane, natural gas, batteries, electrical outlets, or generators.

Penalties and Violations

Violators would be subject to administrative citations and/or fines, and revocation of their permits, as set forth in the ordinance. SB 946 caps the administrative fines and penalties that may be levied at \$100, \$200, and \$500 for violations of the ordinance. For vending without a street vending permit, violators are subject to fines of \$250, \$500, and \$1,000.

Permit Denial, Revocation

Sidewalk vending permits would be subject to revocation for the grounds detailed in the Ordinance, following notice and a public hearing before the City Council.

Appeals of Administrative Citations

As required by SB 946, persons issued an administrative citation would be able to request an ability-to-pay determination by the City, or contest the violation, by completing a request for hearing form and returning to the City before a hearing officer. A recipient of an administrative citation will also be able to seek a hardship waiver.

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FISCAL IMPACTS

The proposed ordinance is not anticipated to have any significant expenditure impact to the City of Montebello beyond general staffing and enforcement costs. Depending on the number of permits approved, there will be some additional revenue to the General Fund from the one-time Sidewalk Vendor permits and annual Business License renewals. Staff will monitor the volume of sidewalk vendor permits and adjust revenue as necessary to account for the additional activity.

SUMMARY

The adoption of the proposed ordinance will provide City Staff and Police Officers additional tools to monitor and regulate sidewalk vendors as well as set appropriate fees for sidewalk vendors. This ordinance will ensure that the City of Montebello complies with State legislation while maintaining the community safe and healthy.

ATTACHMENTS

- A. Ordinance
- B. Preliminary Fee Study
- C. Notice of Public Hearing

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, REPEALING AND REPLACING CHAPTER 5.40 OF THE MONTEBELLO MUNICIPAL CODE AND CREATING A PROGRAM TO REGULATE AND PERMIT SIDEWALK VENDING PURSUANT TO CALIFORNIA SENATE BILL 946

WHEREAS, on September 17, 2018, California Governor Edmund Gerald Brown signed Senate Bill ("SB") 946 into law, which regulates sidewalk vendors throughout the state including within the City of Montebello ("City");

WHEREAS, SB 946 took effect January 1, 2019, and limits the authority of the City to regulate sidewalk vendors, except as provided under California Government Code Sections 51038 and 51039;

WHEREAS, the Montebello Municipal Code ("MMC") currently prohibits or limits the activities of sidewalk vendors, which places the MMC in conflict with SB 946;

WHEREAS, the City Council adopts this ordinance under the authority of SB 946 and the City Council finds the regulations and requirements provided in this ordinance are directly related to the City's objective in protecting the health, safety and welfare of its residents, businesses, and visitors;

WHEREAS, the City Council finds this ordinance regulates the time, place, and manner of sidewalk vending, as specified, to address health, safety, and welfare concerns;

WHEREAS, the City Council finds the regulations in this ordinance, including, but not limited to those regulations governing minimum sidewalk widths, sidewalk vending receptacle sizes, distance requirements, and food and merchandise storage are necessary to ensure compliance with the federal Americans with Disabilities Act of 1990(Public Law 101-336) and other disability access standards;

WHEREAS, the City Council finds this ordinance is necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities; and

WHEREAS, the City Council finds this ordinance is necessary to prevent an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of City parks.

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

SECTION 1. The above recitals are true and correct and are incorporated herein as part of the findings for the passage of this Ordinance.

SECTION 2. Chapter 5.40 of the MMC is hereby repealed and replaced by the following:

Chapter 5.40

SIDEWALK VENDING REGULATIONS

Sections:

5.40.010	Purpose and intent
5.40.020	Definitions
5.40.030	Sidewalk vending activities prohibited in designated areas
5.40.040	Permit required
5.40.050	Issuance of permit
5.40.060	Permit application fee
5.40.070	Regulation of sidewalk vendors, receptacle, and activities
5.40.080	Penalties and violations
5.40.090	Permit revocation
5.40.100	Appeals

5.54.010 Purpose and intent

The purpose of this chapter is to establish a sidewalk vendor permitting and regulatory program that complies with Senate Bill 946 (Chapter 459, Statutes 2018). The provisions of this chapter allow the City to encourage small business activities by removing total prohibitions on portable food stands and certain forms of solicitation while still permitting regulation and enforcement of unpermitted sidewalk vending activities to protect the public's health, safety and welfare.

A. The City Council hereby finds that, to promote the health, safety and welfare, restrictions on sidewalk vending are necessary to avoid negative impacts on the health, safety and welfare of the resident, including, but not limited to, the following:

1. Proliferation of illegal sales;
2. Potential public exposure to food-borne illnesses due to unlicensed vendors and unsanitary conditions;
3. Increase in trash and debris in public rights-of-way;

4. Overcrowded sidewalks impacting safe pedestrian movement;
5. Interference to the performance of police, firefighter, and emergency medical personnel;
6. Disruption to the flow of pedestrian and vehicular traffic including ingress or egress from, any residence, public building, place of business, or from the street to the sidewalk by persons exiting or entering parked or standing vehicles;
7. Mitigate negative impacts to the flow of pedestrian or vehicular traffic, including ingress into, or egress from, any residence, public building, or place of business, or from the street to the sidewalk, by persons exiting or entering parked or standing vehicles;
8. Provide reasonable access for the use and maintenance of sidewalks, pathways, poles, posts, traffic signs or signals, hydrants, restrooms, trash receptacles, firefighting apparatus, mailboxes, as well as access to locations used for public transportation services;
9. Maximize public access to and along the right-of-way;
10. Reduce exposure to legal liability to the city due to personal injury or claims for damage and litigation due to use of public property; and
11. Protect adult and minor residents from vendors with certain criminal history and background.

B. The city council further finds that the unique characteristics of the city require certain area specific restrictions on sidewalk vending as follows:

1. The Civic Center contains the city's emergency operation center, police stations, fire stations, and other critical infrastructure and equipment. Vending restrictions are necessary to ensure that public safety apparatuses are readily accessible and critical infrastructure is maintained and accessible at all times;
2. Restrictions on sidewalk vending at, in or around parks is necessary to protect the health, safety, and general welfare of those persons engaged in active parks and sports activities as well as spectators of sporting events and park activities;
3. Many of the sidewalks and pathways in the city are under eight feet wide and sidewalk vending in these areas unreasonably interfere with the flow of pedestrians and disrupt the access for persons with disabilities or decrease safety for users of the city's sidewalks; and

4. Due to the close interaction between sidewalk vendors and seniors, children, and residents generally, the restrictions placed on sidewalk vending are intended to protect the health, safety, and general welfare of the public, therefore criminal history investigations are necessary to protect the general public.

5.54.020 Definitions

For the purpose of this chapter, the words, terms, and phrases shall be defined as set forth herein, unless the context clearly indicates a different meaning is intended. Words, terms, and phrases used in this chapter that are not specifically defined shall be construed according to their context and the customary usage of the language.

1. “Certified farmers’ market” means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agriculture Code and any regulations adopted pursuant to that chapter.
2. “City Facilities” means any facility, including but not limited to any place, amenity, or piece of equipment provided for city of Montebello purposes, that is owned and/or controlled by the city of Montebello.
3. “Civic Center” or “City Hall” means the buildings, facilities, and parking areas located at 1600 W Beverly Blvd, Montebello, CA 90640, including the police station and the appurtenant parking lots.
4. “Director” means the Planning & Community Development Department, or designated representative.
5. “Fire station” means any facility where fire engines and other emergency-related equipment of the Montebello Fire Department are housed.
6. “Food” means any item provided in Health and Safety Code Section 113781, as the same may be amended from time to time.
7. “Golf Course” means the golf course, land, buildings, facilities, and parking areas located at 901 Via San Clemente, Montebello, CA 90640.
8. “Heating element” means any device used to create heat for food preparation.
9. “Merchandise” means any item(s) that may be sold and immediately obtained from a sidewalk vendor, which is not considered food.
10. “Park” means public parks owned and/or controlled by the city of Montebello.

11. "Parkway" means that portion of a street or highway, other than the roadway or the sidewalk, and is generally identified as the space between the street and the sidewalk, or street medians.
12. "Pathway" means a paved path or walkway owned by the city or other public entity that is specifically designed for pedestrian travel, other than a sidewalk.
13. "Police station" means any facility where equipment and vehicles of the Montebello Police Department are housed.
14. "Public property" means all property owned or controlled by the city, including, but not limited to, buildings, parks, pathways, parkways, sidewalks, roadways, streets, and parking lots.
15. "Quiet Cannon" means the buildings, facilities, and parking areas located at 901 Via San Clemente, Montebello, CA 90640.
16. "Residential" means any area zoned exclusively as residential in Title 19 of the Montebello Municipal Code, or is designated exclusive for residential use as part of a conditional use permit, planned development permit, specific plan, residential overlay district, or equivalent.
17. "Roadway" means that portion of the street which is improved, designed, or ordinarily used for vehicular travel.
18. "Roaming sidewalk vendor" shall mean a sidewalk vendor who moves from place to place and stops only to complete a transaction.
19. "Sidewalk" means that portion of the highway or street other than the roadway or parkway, set apart by curbs, barriers, markings, or other delineation which is used principally for pedestrian travel.
20. "Sidewalk vendor" shall mean a person who vends food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance or from one's person, upon a public sidewalk or other pedestrian path, or such other meaning of such term as may be ascribed by Government Code Section 51036(a) from time to time.
21. "Sidewalk vendor activities" or "sidewalk vending activity" means actions that qualify a person as a sidewalk vendor or actions done in or upon public rights-of-way in anticipation of becoming a sidewalk vendor such as, but not limited to, placement or maintenance of any sidewalk vendor facilities.

22. "Sidewalk vending facilities" or "sidewalk vendor facilities" means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for sidewalk vending activities.

23. "Sidewalk vendor permit" or "permit" means the permit issued by the director and required prior to any person engaging in sidewalk vending activities in the city.

24. "Stationary sidewalk vendor" means a sidewalk vendor who vends from a fixed location.

25. "Swap meet" means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

5.54.030 Sidewalk vending activities prohibited in designated areas

Notwithstanding this chapter and any provisions of the Montebello Municipal Code, it is unlawful for any person to engage in sidewalk vending activities within the following locations or areas within the city:

- A. Any public property that does not meet the definition of a sidewalk or pathway, including, but not limited to, any roadway, street, alley, or parking lot.
- B. Within any area zoned for residential purposes, provided that roaming sidewalk vending activities operated in compliance with this ordinance shall not be prohibited.
- C. Within the City designated "Downtown Corridor"
- D. Within any area designated as a commercial center including but not limited to;
 - o "The Shops at Montebello", "The Mart", "The Plaza", "Towne Square", "Greenwood Center", "Garmar Plaza", "Mart of Montebello", "Downtown Plaza"
- E.. Within five hundred feet of the following:
 - 1. An area designated for a temporary special permit issued by the city, provided that any notice, business interruption mitigation, or other rights provided to affected businesses or property owners under the city's temporary special permit are also provided to a sidewalk vendor permitted to operate in the area, if applicable. For purposes of this paragraph, a temporary special permit is a permit issued by the city for the temporary use of, or encroachment on, the sidewalk or other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes, including, but not limited to, filming, parades, festivals, or outdoor concerts. A prohibition on sidewalk

vendor activities pursuant to this paragraph shall only be effective for the duration of the temporary special permit;

2. Civic Center, City Hall, any park, any police station, any fire station, or any City Facilities including but not limited to the Quiet Cannon and the Golf Course;
3. Any public or private school, or a large or general child day-care facility, between the hours of six a.m. and six p.m.;
4. Any place of assembly or worship, between one hour before and one hour after scheduled event or presentation times;
5. An area designated for a permitted certified farmers' market during the limited operating hours of that certified farmers' market; or
6. Any police officer, firefighter, or emergency medical personnel who are actively performing their duties or providing services to the public.

F.. Within fifty feet of the following:

1. Any public picnic area, playground area or playground equipment; or
2. Any public community center, athletic field, softball/baseball diamond, basketball court, handball court, pickleball court, tennis court, soccer field, or volleyball court; or
3. Public restroom; or
4. Another sidewalk vendor.

G.. Within ten feet of the following:

1. A marked crosswalk;
2. The curb return of an unmarked crosswalk;
3. Fire hydrant, fire call box, or other emergency facility;
4. Bus bench, transit or bus shelter;
5. Driveway or driveway apron;
6. Curb which has been designated as white, yellow, green, blue, or red zone;
7. ATM or other vending machine;

- 8. Any driveway; or entrance or exit to a building, structure or facility; or
- 9. Bike rack.
- H.. Within ten feet ahead, and forty-five feet to the rear, of a sign designated a bus stop.
- I.. Within five feet of an area improved with lawn, flowers, shrubs, trees, or street tree wells; or an outdoor dining or patio dining area.
- J. Stationary sidewalk vendors shall not engage in any sidewalk vending activities:
 - 1. On any sidewalk or pathway that is not a minimum width of eight feet; or
 - 2. At any park where the city has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.
- K. In or on the median of any street, road, or highway.
- L. In or immediately adjacent to any area designed for parking, bus zones, stopping, or loading; or in any location where the sidewalk vending receptacle blocks manholes, utility access points, and/or vents.
- M. In any location which the location of the sidewalk vending receptacle, or the operation of sidewalk vending activities, would result in or cause a violation of applicable law, including, but not limited to, the Americans with Disabilities Act.
- N. Notwithstanding any specific prohibition in this ordinance, any location or area where the operation of sidewalk vending activities creates a reasonably foreseeable danger to the safety of persons or property.

5.54.040 Permit required

- A. No person, either for themselves or any other person, shall engage in any sidewalk vendor activities within the city without first applying for and receiving a permit from the director under this chapter; and maintaining at all times in full force and effect, the sidewalk vending permit, a business license pursuant to Chapter 5.04 of this code, and any other permits, authorizations, or approvals required by law from the city or other governmental agency that is applicable to sidewalk vending activities.
- B. Any person wishing to engage in sidewalk vendor activities as defined in this chapter shall file an application with the director on forms approved by the director. Such application shall contain the following information:

1. The name, address, and telephone number of the person applying to become a sidewalk vendor;
2. The name, address, and telephone number of the person who will be in charge of any roaming sidewalk vendors, sidewalk vending activity and/or be responsible for the person(s) working at the sidewalk vending receptacle;
3. The name, address, and telephone number of all persons that will be employed as roaming sidewalk vendors or at a sidewalk vending receptacle;
4. The number of sidewalk vending receptacles the sidewalk vendor will operate within the city under the permit;
5. The location(s) in the city where the sidewalk vendor intends to operate;
6. The day(s) and hours of operation the sidewalk vendor intends to operate at such location(s);
7. Whether the vendor intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor and, if roaming, the intended path of travel;
8. The dimensions of the sidewalk vendor's sidewalk vending receptacle(s), including a picture of each sidewalk vending receptacle operating under the permit and any signs that will be affixed thereto;
9. Whether the sidewalk vendor will be selling food, merchandise, or both;
10. If the sidewalk vendor is selling food, a description of the type of food to be sold, whether such foods are prepared on site, whether such foods will require a heating element inside or on the sidewalk vending receptacle for food preparation, and the type of heating element, if any;
11. If the vendor is selling merchandise, a description of the merchandise to be sold;
12. If the vendor is selling food, the name and address of the food commissary in which the sidewalk vending receptacle is stored and maintained;
13. A copy of the public health permit required for any sidewalk vendors selling food, as required by Los Angeles County Code Title 11 Health and Safety;
14. Proof the person possesses a valid California Department of Tax and Fee Administration seller's permit which notes the city as a location or sublocation, which shall be maintained for the duration of the sidewalk vendor's permit;

15. An acknowledgement that the sidewalk vendor will comply with all other generally applicable local, state, and federal laws;

16. A certification that, to their knowledge and belief, the information contained within the application is true;

17. An agreement by the sidewalk vendor to defend, indemnify, release and hold harmless the city, its city council, commissions, officers, and employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs, and expenses (including, without limitation, attorney's fees, disbursements, and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to the permit or the vendor's sidewalk vending activities. This indemnification shall include, but not be limited to, damages awarded against the city, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, or proceeding whether incurred by the permittee, city, and/or the parties initiating or bringing such proceeding;

18. An acknowledgement that use of public property is at the sidewalk vendor's own risk and that the city does not take any steps to ensure public property is safe or conducive to the sidewalk vending activities, and that the sidewalk vendor uses the public property at the vendor's own risk and assumes such risks;

19. An acknowledgement that the sidewalk vendor will obtain and maintain throughout the duration of any permit issued under this chapter, any insurance required by the city's risk manager;

20. Vendor shall cooperate with the director and submit to a local and state summary criminal history information investigation, and certify whether disqualifying criminal history has been discovered. Accordingly, pursuant to Penal Code Sections 11105 and 13300, the city council explicitly authorizes the director to obtain such information as it relates to disqualifying convictions or conduct related to the crimes and offenses described in this chapter; and

21. Any other relevant information required by the director, or designee.

5.54.050 Issuance of permit

A. Within thirty calendar days of receiving a completed application, the director shall issue a sidewalk vendor permit, with appropriate conditions, as provided for herein, if the director finds all of the following:

1. The conduct of the sidewalk vendor will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or

rights of nearby tenants to the quiet enjoyment and peaceable enjoyment of their property, or otherwise be detrimental to the public peace, health, safety, or general welfare;

2. The conduct of the sidewalk vendor will not unduly interfere with normal governmental or city operations, threaten to result in damage or detriment to public property, or result in the city incurring costs or expenditures in either money or personnel not reimbursed in advance by the vendor;

3. The conduct of such sidewalk vending activity will not constitute a fire hazard, and all proper safety precautions will be taken;

4. The conduct of such sidewalk vending activity will not require the diversion of law enforcement officers to properly police the area of such activity as to interfere with normal law enforcement protection for other areas of the city;

5. The sidewalk vendor has paid all previous administrative fines, completed all community service, and completed any other alternative disposition associated in any way with a previous violation of this chapter;

6. The sidewalk vendor has not had a permit revoked within the past twelve months;

7. The sidewalk vendor's application contains all required information;

8. The sidewalk vendor has not made a materially false, misleading or fraudulent statement of fact to the city in the application process;

9. The sidewalk vendor has satisfied all the requirements of this chapter;

10. The sidewalk vendor has paid all applicable fees as set by city council resolution;

11. The sidewalk vendor's sidewalk vending receptacle and proposed activities conform to the requirements of this chapter;

12. The sidewalk vendor has adequate insurance to protect the city from liability associated with the sidewalk vendor's activities, as determined by the city's risk manager, or designee;

13. The sidewalk vendor, or any other person for whom information is required to be provided pursuant to this chapter, has not within the past three years, been convicted of or pled nolo contendere to any felony or of any misdemeanor crime involving moral turpitude or such crime that is substantially related to the qualifications, functions, or duties of a sidewalk vendor, including, but not limited to, the crimes listed under of the California Penal Code, Part 1, Title 9 Of Crimes

Against the Person Involving Sexual Assault, and Crimes Against Public Decency and Good Morals.

B. The director, in granting any permit under this chapter, may also impose such reasonable conditions with respect to the use and scope of such permit as is determined to be necessary to protect the public health, safety and/or welfare, and to implement the intent and purpose of this ordinance.

C. All permits issued under this chapter shall expire twelve months from the date of issuance. A sidewalk vendor permit is non-transferable. Any change in ownership or operation of a sidewalk vendor or sidewalk vending receptacle requires a new permit under this chapter. Only one sidewalk vendor permit may be issued to any single person, company, or entity and the permit shall specify whether the permit is for roaming sidewalk vending or stationary sidewalk vending. No person, company, or entity shall conduct both roaming and stationary sidewalk vending under a permit.

D. The director shall consider and review applications for permit renewals pursuant to the criteria set forth in this section. Failure of a permittee to file an application to renew a permit at least thirty calendar days before the expiration thereof shall require the filing of a new application and the payment of the associated fee.

5.54.060 Permit application fee

Each application for a sidewalk vendor permit, and each application for an annual renewal of a sidewalk vendor permit, shall be accompanied by a non-refundable applicable fee, or non-refundable application renewal fee, as applicable, each in an amount established by resolution of the city council.

5.54.070 Regulation of sidewalk vendors, receptacle, and activities

A. All persons engaging in sidewalk vending activities within the city of Montebello shall, in addition to any conditions imposed as a condition of permit issuance, comply with the following conditions:

1. The sidewalk vendor permit issued by the city shall be displayed conspicuously at all times on the sidewalk vending receptacle or the vendor's person.
2. If applicable, a public health permit issued by the county of Los Angeles shall be displayed conspicuously at all times on the sidewalk vending receptacle or the vendor's person and offer food in a manner approved by the county of Los Angeles.
3. Sidewalk vendors must operate in compliance with all applicable federal, state, county, and local laws.

4. Sidewalk vendors shall not store or leave their sidewalk vending receptacle unattended on public property for any reason, including, but not limited to, for the purpose of soliciting business.
5. The sidewalk vending receptacle shall not be chained, fastened, tethered, or otherwise attached to any pole, sign, tree or other object in the public right-of-way.
6. Sidewalk vending activities are prohibited between the hours of ten p.m. and seven a.m., daily.
7. Sidewalk vending receptacle shall not be located on any public property when the receptacle is not being actively utilized for sidewalk vending activities.
8. A sidewalk vending receptacle from which food is sold shall operate out of a commissary, mobile support unit, or other approved facility.
9. Sidewalk vendors shall allow a law enforcement officer, firefighter, life safety services officer, code enforcement officer, health inspector, or other government official charged with enforcing laws related to sidewalk vendor activities, at any time during the operation of such activities, to inspect the sidewalk vending receptacle for compliance with the requirements of this chapter, the sidewalk vending permit, and to ensure the safe operation thereof.
10. If a sidewalk vending receptacle requires more than one person to conduct the sidewalk vending activity, all such persons associated with the sidewalk vending receptacle shall be within five feet thereof when conducting sidewalk vending activities.
11. Sidewalk vendors shall ensure that all customer queuing, waiting areas, or lines do not block, hinder, or interfere with the free flow of pedestrian or vehicular traffic along, over, or across public property, and otherwise comply at all times with the location-related restrictions set forth in this ordinance relative to sidewalk vending activities.
12. Sidewalk vendors shall comply with the noise standards provided in of the Montebello Municipal Code, and shall not utilize any amplifying or sound-generating equipment or devices in connection with sidewalk vendor activities, with the exception of one bell with maximum diameter of two inches.
13. Sidewalk vendors shall maintain a trash container in or on the sidewalk vending receptacle, and immediately clean up any food, waste, grease or other fluid or item related to sidewalk vending activities from public property. The trash receptacle must be large enough to accommodate customer trash without utilizing existing trash receptacles located on any block for use by the general

public. A sidewalk vendor may not dispose of customer trash in existing trash receptacles on public property.

14. Sidewalk vendors shall not discharge or allow to discharge any fluids, liquids, grease, or hazardous materials on private or public property.

15. Sidewalk vendors shall ensure, at all times, that a ten-foot area immediately surrounding the sidewalk vending receptacle is free and clear from trash, litter, and debris at all times.

16. Sidewalk vendors shall, at all times, maintain a minimum four-foot-wide area over and across any pathway, sidewalk, or public property that is free from and clear from all obstructions associated with sidewalk vendor activities, including, but not limited to, sidewalk vending receptacle and customer queuing areas. Notwithstanding the specifics of this subsection, the area to be kept free and clear shall be at least as large as necessary to comply with the Americans with Disabilities Act.

B. All sidewalk vending receptacles utilized for sidewalk vending activities shall, in addition to any conditions imposed as a condition of permit issuance, comply with the following conditions:

1. Except as may otherwise be approved in a sidewalk vending permit, sidewalk vending receptacles and any attachments thereto, including, but not limited to, food, merchandise, or signage, shall not exceed a total height of four feet, a total width of four feet, and a total length of four feet. In approving sidewalk vending receptacles of greater size, the director shall evaluate such requests by balancing: (a) the sidewalk vendor's reasonable need for a larger sidewalk vending receptacle given the nature of the sidewalk vending activities to be operated, the merchandise or food to be sold, and the location where the sidewalk vending activities are proposed to be operated, against; (b) the risk to the public health, welfare, and safety created by the larger sidewalk vending receptacle.

2. All signage and advertising related in any way to the sidewalk vendor shall comply with the terms and conditions of the permit, and shall be attached to the sidewalk vending receptacle, if any, or the sidewalk vendor's person.

3. Sidewalk vendors shall not utilize any electrical, flashing, wind powered, or animated signs.

4. Sidewalk vending receptacles shall not touch, lean against or be affixed at any time to any other building or structure including, but not limited to, lampposts, parking meters, mailboxes, traffic signals, fire hydrants, benches, bus shelters, newsracks, trashcans, trees, or traffic barriers.

C. No person engaging in sidewalk vending activities shall engage in any of the following:

1. Renting of merchandise to customers.
2. Displaying of merchandise or food that is not available for immediate sale.
3. Selling of alcohol, cannabis, adult oriented material, tobacco products, products that contain nicotine, or any product used to smoke/vape nicotine or cannabis, or any business or occupation that is not permitted or is prohibited by the Montebello Municipal Code.
4. Using or containing propane, natural gas, batteries, or other explosive or hazardous materials within a vending receptacle.
5. Using an electrical outlet or power source that is owned by the city or another person other than the sidewalk vendor.
6. Utilizing a portable generator in connection with sidewalk vending activities.
7. Conducting sidewalk vending activities under shaded structures, awnings, gazebos, and bandshell in parks, except as authorized by an agreement with the city.
8. Continuing to offer food or merchandise for sale to any person who has been offered food or merchandise by the sidewalk vendor and has declined the offer, or following or otherwise harassing any such person, or otherwise making any statements, gesture, or other communication that would be perceived as threatening by a reasonable person.
9. Knowingly making false statements or misrepresentations during the course of offering food or merchandise for sale.
10. Blocking or impeding the free flow of any pedestrian or vehicle traversing public property.

5.54.080 Penalties and violations

Violators of this chapter shall not be prosecuted as infractions or misdemeanors and shall only be punished by the following administrative citations and revocation structure:

A. Except as otherwise provided in this chapter, any violation of this chapter shall be subject to administrative fines in the following amounts:

1. An administrative fine not exceeding one hundred dollars for a first violation;
2. An administrative fine not exceeding two hundred dollars for a second violation within one year of the first violation; and
3. An administrative fine not exceeding five hundred dollars for each additional violation within one year of the first violation.

B. If any person violates any portion of this chapter and cannot present proof of a valid permit, the sidewalk vendor shall be assessed administrative fines in the following amounts:

1. An administrative fine not exceeding two hundred fifty dollars for a first violation;
2. An administrative fine not exceeding five hundred dollars for a second violation within one year of the first violation; and
3. An administrative fine not exceeding one thousand dollars for each additional violation within one year of the first violation.

C. Upon proof of a valid permit issued by the city, the administrative fines set forth in subsection B shall be reduced to the administrative fines set forth in subsection A.

D. Notwithstanding the foregoing, the director, or hearing officer on appeal, may allow a person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition for violations of this subsection.

5.54.090 Permit revocation

A. Permits issued under the provisions of this chapter may be revoked by the director, after notice and hearing, for any of the following causes:

1. Fraud, misrepresentation or false statement contained in the application for a permit;
2. Conducting the business in an unlawful manner, or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public;
3. Upon a sidewalk vendor being issued a fourth or subsequent citation for violations of this chapter within one calendar year of the first violation.

B. Notice of the hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee, at the last known address of the licensee, at least five days prior to the date set for hearing.

5.54.100 Appeals

A. Administrative citations shall be appealed in the following manner:

1. Any recipient of an administrative citation may request an ability-to-pay determination by the city, or contest the violation, by requesting an administrative hearing in accordance with Chapter 1.14 of the Montebello Municipal Code, subject to the time frames set forth in Government Code Section 51039(f)(1), or any successor section;
2. Any recipient of an administrative citation may file for a hardship waiver in accordance with Chapter 1.14 of the Montebello Municipal Code;
3. All appeals of administrative citations shall be heard and conducted by a hearing officer pursuant to Chapter 1.14 of the Montebello Municipal Code.

B. Any person aggrieved by the action of the director in the denial or revocation of a permit shall have the right of appeal to the city council in accordance with the provisions of Section 5.04.310 of the Montebello Municipal Code.

SECTION 3. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

SECTION 4. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. If any section, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by a decision or any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each and every section, part or portion not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. This ordinance shall become effective thirty (30) days after its adoption. The City Clerk shall certify to the adoption of this Ordinance causing it to be posted as required by law.

INTRODUCED at a regular meeting of the City Council of the City of Montebello on the 26th day of August 2020, and **PASSED, APPROVED AND ADOPTED** by the City Council at a regular meeting thereof held on the 26th day of August 2020, voting as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTACHMENT B

ATTACHMENT B: PRELIMINARY FEE STUDY

DATED: AUGUST 10, 2020

City/Dept	Fees	Requirements	Notes
Los Angeles	\$541 (Initial price \$291)	• Business Tax Registration Certificate (BTRC) • Sellers Permit • Sellers Permit Fee • County Health Permit	All information and applications available online
Downey Public Works	\$256.53	• Downey Business License • Downey Sidewalk Vending Permit • Sellers Permit • County Health Permit • Live Scan • \$2,000,000 insurance liability	• Provide all information in Spanish • Half price if application received before December
Pico Rivera Community and Economic Development	Initial process over \$1,000 Renewal \$600	• County License • County Inspection • City issued permit • \$2,000,000 insurance liability • Background check	• City policy for ice cream truck vendors • Limited to certain locations • No sales at park sites • Have to be mobile • No residential areas
Monterey Park	N/A	N/A	Per Business License and Community Development, Street Vendors not allowed in City
Bell Business License	Daily \$17 Quarter \$85 Year \$142	• County Health Permit • Sellers Permit • Photo	Must apply in person
South Gate	License \$100 Application \$176	• Business License • \$1,000,000 insurance liability	• If vending near school or playground vendor must sell exclusively Healthy

ATTACHMENT B

ATTACHMENT B: PRELIMINARY FEE STUDY

DATED: AUGUST 10, 2020

Business License	Renewal \$111	• Criminal Check • County Health Permit	Food • Stationary cart allowed (restrictions)
El Monte Business License	New/Renewal \$158 Per Vehicle \$100 Processing Fee \$25 SB1186 \$4	• County Health Permit • Food/Health Certificate • Photo	All vendors must follow county sanitation policy and procedures for food preparation
Norwalk Business License	Based on sales (see attached T-chart) Application \$90 Encroachment \$46	• Application Checklist (Read and accept municipal codes) • State Seller Permit • Encroachment Permit • \$1,000,000 insurance liability • County Health Permit (food sales)	

ATTACHMENT C

CITY OF MONTEBELLO NOTICE OF PUBLIC HEARING

PUBLIC HEARING FOR ORDINANCE AMENDING CHAPTER 5.40 OF THE MONTEBELLO MUNICIPAL CODE ESTABLISHING LOCAL REGULATIONS FOR SIDEWALK VENDORS

Notice is hereby given that the City Council of the City of Montebello will conduct a public hearing as required by California Government Code Section 6586.5 and other applicable law, with respect to the Ordinance Amending Chapter 5.40 of the Montebello Municipal Code establishing local regulations for Sidewalk Vendors.

Senate Bill No. 946 (SB 946) was approved by Governor Jerry Brown on September 17, 2018. SB 946 prohibits a city, including a charter city, from regulating “sidewalk vendors” except in accordance with the provisions of SB 946 (codified as Government Code Sections 51036-51039).

However, a city may adopt a local ordinance regulating the time, place, and manner of sidewalk vending if those regulations are directly related to objective health, safety, or welfare concerns. The City currently prohibits street vending through various provisions of the Montebello Municipal Code (MMC), which among other things, prohibits foot or pushcart vendors from selling any food item on public streets or sidewalks. These regulations conflict with the requirements of SB 946, and accordingly were invalid and unenforceable as of January 1, 2019.

The adoption of the proposed ordinance will provide City Staff and Police Officers additional tools to monitor and regulate sidewalk vendors. This ordinance will ensure that the City of Montebello complies with State legislation while maintaining the community safe and healthy.

The public hearing will be held before the City Council of the City of Montebello, in the City Council Chambers at City Hall, 1600 West Beverly Boulevard, Montebello, CA 90640, on Wednesday, August 26, 2020 at 6:30 p.m. As authorized by the Governor’s Executive Order No. N- 29-20, those interested in making public comments, may call on Wednesday, August 26, 2020 between 9:00 a.m. – 3:00 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. 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. In addition, the City has created the following email address where the public can submit public comments from 4:30 p.m. - 5:30 p.m. on Wednesday, August 26, 2020: ccpubliccomment@cityofmontebello.com. These questions will be read out loud and submitted for the record.

Written comments may also be mailed or delivered to the City Clerk’s office address identified below. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing. This notice is provided in accordance with Government Code Sections 65867, 65090 and 65091. Public comments or questions about the subject matter may be submitted to the City Clerk’s Office by mail, at 1600 W. Beverly Blvd., City of Montebello, or email at: lguzman@cityofmontebello.com. All communications to the City Clerk or the City Council regarding this matter are public records and will become part of the City’s files and records.

THE CITY CLERK

Irma Barajas

Published: August 18, 2020

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Nicholas Razo, Director Human Resources – Information Technology
Michael Solorza, Director of Finance

SUBJECT: **Update Table of Organization for Public Works**

DATE: October 14, 2020

RECOMMENDATIONS:

It is recommended that the City Council approve an update to the Public Works Department Fiscal Year 2020-21 Table of Organization by adding one (1.0) full time Recreation and Community Services Superintendent position.

BACKGROUND

The Department of Public Works has various functions to include engineering services, administration, street maintenance, tree/park maintenance, etc. Currently, there are two supervisors who oversee Trees and Streets divisions. The Assistant Tree Supervisor has already announced his retirement by the end of the year. Both Supervisors report directly to the Director of Public Works.

The typical organizational structure of a Public Works Department the size of Montebello's includes at least one Superintendent position. The Superintendent typically oversees one or more supervisors, and has management of all Corporate Yard tasks (with the exception of the Transit Yard), activities and functions. The Superintendent reports directly to the Director, streamlining supervision by reducing the number of direct reports.

On October 1, 2020, seven full-time maintenance worker positions shifted from the Golf Course to Public Works (with the recent award of a landscape contract to a third party), there will be an immediate need for this organizational structure to ensure proper levels of supervision are established for the functions performed by such positions.

A review of the organizational structure for Montebello's Public Works Department indicates the need for a Superintendent position. Currently, the City's classification system only has a "Recreation and Community Services Superintendent" job specification. Review of the job duties (Attachment 1) by the Human Resources and Public Works Directors indicates the scope is appropriate for the specific duties related to Public Works' functions.

Update Table of Organization for Public Works

Page 2 of 3

As the City currently conducts a Classification and Total Compensation study, all titles/job classifications will be reviewed. It is anticipated that a more appropriate title specific to Public Works will be a result of the study. In the interim, given the immediate need of the Department due to the transition of full-time maintenance worker positions from the Golf Course to Public Works, utilizing the current Recreation and Community Services Superintendent classification is appropriate.

Therefore, City Council is being asked to update the Table of Organization to add this position:

Public Works	FY 2019-20 ADOPTED	FY 2020-21 ADOPTED	FY 2020-21 AMENDED
Director of Public Works	1.0	1.0	1.0
Assistant Director	1.0	1.0	1.0
Building Official	1.0	1.0	1.0
Recreation & Comm Services Superintendent	0.0	0.0	1.0
Street Maintenance Supervisor	1.0	1.0	1.0
Assistant Tree Maintenance Supervisor	1.0	1.0	1.0
Senior Management Analyst	0.0	1.0	1.0
Administrative Secretary	1.0	1.0	1.0
Maintenance Worker	7.0	7.0	7.0
	13.0	14.0	15.0

FISCAL IMPACT

Assuming an incumbent is hired at the bottom of the range for the Superintendent, the fully burdened annual cost is approximately \$102,000 (\$6,078 per month plus 40% estimated benefit burden). The impending retirement of the Assistant Tree Supervisor will provide salary savings while that position remains vacant and a recruitment takes place.

Assuming the vacancy lasts four months it will result in a savings of \$26,700. Assuming the Superintendent position is filled by November, the eight month cost for FY 2020-21 is approximately \$70,200. There will be operational savings in Public Works that will offset the approximate net increase to salary and benefits of \$43,500. Therefore, Staff is not recommending a budget amendment due to the minimal estimated increase to salary and benefit expenditures.

Update Table of Organization for Public Works

Page 3 of 3

SUMMARY

It is recommended that the City Council approve an update to the Fiscal Year 2020-21 table of organization for Public Works by adding one (1.0) full-time Recreation and Community Services Superintendent position.

ATTACHMENT(S):

- A. Recreation and Community Services Superintendent Job Description

CITY OF MONTEBELLO

RECREATION & COMMUNITY SERVICES SUPERINTENDENT

DEFINITION

Under general direction of the Director, plans, organizes, develops, monitors, and supervises the programmatic, maintenance, and administrative activities and functions of the maintenance division within the Public Works department; and performs related work as required.

MANAGEMENT RESPONSIBILITY

This is a supervisory position with responsibility for assigning, supervising, and directing the work of staff assigned to the maintenance division within Public Works. Functions include maintenance and operations of all public land and rights-of-way under the jurisdiction of the City of Montebello.

EXAMPLES OF DUTIES

Provides supervision, direction and work coordination for staff assigned to maintenance operations; plans, organizes and coordinates ongoing division functions and activities, administers various maintenance and service contracts; evaluates programs and services; regularly inspects public facilities and infrastructure to determine necessary maintenance and repair work and develops maintenance programs; provides training for assigned staff; manages fleet vehicles/equipment and promotes their safe use; prepares oral and written reports; develops budgets and administers fiscal controls; interacts with members of the community to address complaints and requests for service/information; assists in the recruitment, selection and evaluation of paid, contract, and volunteer staff; responsible for the coordination of emergency response at all times for emergencies relating to the City's public facilities and infrastructure; and represents assigned functions with city staff and other governmental agencies as delegated.

SPECIAL REQUIREMENTS

Possession of an appropriate California Driver's license.

EMPLOYMENT STANDARDS

Knowledge of:

- Modern principles, practices, and techniques of operation and maintenance of public facilities and infrastructure.
- Principles of personnel management and public administration.
- Principles of supervision, including training and discipline.

- Principles, methods, tools and equipment required for the maintenance of public facilities and infrastructure.
- Monitor contractor performance.
- Occupational hazards and standard safety precautions.
- Budget development, preparation, and administration.
- Rules and regulations for the procurement of materials, equipment, and services.

and

Ability to:

- Establish and maintain cooperative working relationships.
- Communicate effectively orally and in writing
- Plan, organize, coordinate, and direct the operation and maintenance of the City's public facilities and infrastructure.
- Provide supervision, training, and work evaluation for staff and volunteers.
- Assist with formulating, implementing, and evaluating relevant policies and procedures.
- Effectively serve as coordinator and director for assigned operations.
- Assist in budget preparation.
- Ensure the proper and safe use of equipment.
- Effectively and courteously respond to citizen complaints and information requests.
- Prepare operating budgets and administer and control expenditures.
- Prepare a variety of reports.
- Research, collect and analyze information related to maintenance operations for public facilities and infrastructure.
- Interpret, explain, apply and enforce a variety of laws, rules, and regulations.
- Effectively coordinate the response to emergency situations at all times.
- Effectively represent assigned functions of the department with concerned individuals, organizations and other governmental agencies.

and

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education: Graduation from high school supplemented by college coursework in maintenance operations or a closely related field.

Work Background: Four years of increasingly responsible and varied professional work experience in maintenance operations for a public agency, including two years in a supervisory, management or administrative position.

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: **Award a Professional Services Agreement to West Coast Arborists, Inc. for Tree Maintenance Services**

DATE: October 14, 2020

RECOMMENDATIONS

It is recommended that the City Council:

- 1) Award a professional services agreement to West Coast Arborists, Inc. (WCA) for tree maintenance services in an amount not-to-exceed \$460,000 annually for a five-year term with two one-year optional extensions.

FISCAL IMPACTS

The not-to-exceed annual fee of \$460,000 was included in the Fiscal Year 2020-21 Adopted Budget and no budget amendment is required at this time. Based on data collected by the tree inventory to be completed by WCA, staff will recommend any necessary budget revisions for the Fiscal Year 2021-22 Budget, and subsequent years, in accordance with changes to the level of service recommended by staff and approved by the City Council at that time.

BACKGROUND

On July 9, 2014, the City Council awarded Agreement No. 2978 to WCA for tree maintenance services following their selection in response to a Request for Proposals (RFP). The contract was for an initial five-year term with two one-year optional extensions. WCA has been providing excellent service under this contract which would be set to expire in July 2021, at the end of the final extension. WCA has been the City's tree maintenance contractor since 2007.

ANALYSIS

During discussions with WCA regarding the final extension to Agreement No. 2978, staff began negotiations for a new agreement utilizing a piggyback contract from a surrounding city. The recommended piggyback contract is in accordance with Montebello Municipal Code Section 3.20.125 and has been approved by the City Attorney as to form.

Staff considered four contracts awarded to WCA by surrounding cities within the past two years. The cities considered included Chino Hills (October 8, 2019), Rancho Cucamonga (December 4, 2019), Rolling Hills Estates (September 8, 2020), and Colton (September 15, 2020). The contract with Chino Hills was selected because it has the most economical rates and the structure of the services is best suited for Montebello. Based on the rates in the Chino Hills contract, staff negotiated rates on some services to meet the rates currently paid by Montebello. Therefore, rates in the recommended contract are equivalent to or cheaper than the contract awarded by Chino Hills in accordance with the requirements of M.C.C. Section 3.20.125. Table A (Attachment A) provides a comparison of the rates from the four cities considered and the rates recommended for this contract.

A piggyback contract saves the city the cost of conducting an RFP process, which would likely result in similar, or possibly higher rates than the rates available from RFPs recently conducted by surrounding cities. In addition, contract rates were anticipated to increase relative to Montebello's current contract with WCA since prevailing wage rates were implemented by the State of California for tree trimming service contracts after the inception of the current contract. Any new contracts are required to include State prevailing wage requirements resulting in increased contract rates.

Notably, the recommended contract includes a negotiated below market rate for the tree inventory. The negotiated rate is \$1.00 per tree as compared to the market rate at \$3.00 to \$4.00 dollars per tree. The number of trees in Montebello's urban forest inventory is estimated between 20,000 and 25,000 trees. The discounted rate for the inventory will save the city approximately \$60,000. The inventory will provide a computer database of every tree in the City with GPS coordinates and detailed information on the tree. This information will enable the city to better plan for future maintenance of the inventory including budget recommendations, track the condition of trees, assist in the processing of claims for damage caused by falling trees/limbs, and better communicate information in response to resident inquiries.

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF OCTOBER 14, 2020
**AWARD A PROFESSIONAL SERVICES AGREEMENT TO WEST COAST
ARBORISTS, INC. FOR TREE MAINTENANCE SERVICES**
Page 3 of 3

SUMMARY

The recommended contract with West Coast Arborists, Inc. for a not-to-exceed fee of \$460,000 annually will continue the excellent service they provide since the inception of the current contract in 2014. The recommended contract is a piggyback contract in accordance with M.C.C. Section 3.20.125 based on a competitive contract awarded by the City of Chino Hills on October 8, 2019, with negotiated added value to the City of Montebello.

ATTACHMENT(S):

- A. Table A – Comparison of Rates per City
- B. Professional Services Agreement

**TABLE A
COMPARISON OF RATES PER CITY**

ATTACHMENT A

		UNIT	Montebello (Current)	Chino Hills (10-8-19)	Rancho Cucamonga (12-4-19)	Rolling Hills Estates (9-8-20)	Colton (9-15-20)	Montebello (Proposed)	Notes
1	Grid Pruning	EA	\$ 66.20	\$ 69.00	\$ 74.00	\$ 83.00	\$ 74.00	\$ 69.00	
2	Aesthetic/Svc Rqst Pruning 0-6 DSH	EA	\$ 49.65	\$ 69.00	\$ 74.00	\$ 89.00	\$ 94.00	\$ 69.00	
3	Aesthetic/Svc Rqst Pruning 7-12 DSH	EA	\$ 84.80	\$ 100.00	\$ 74.00	\$ 150.00	\$ 94.00	\$ 100.00	
4	Aesthetic/Svc Rqst Pruning 13-18 DSH	EA	\$ 126.15	\$ 150.00	\$ 100.00	\$ 250.00	\$ 194.00	\$ 150.00	
5	Aesthetic/Svc Rqst Pruning 19-24 DSH	EA	\$ 177.85	\$ 200.00	\$ 124.00	\$ 395.00	\$ 294.00	\$ 200.00	
6	Aesthetic/Svc Rqst Pruning 25-30 DSH	EA	\$ 226.55	\$ 275.00	\$ 144.00	\$ 550.00	\$ 394.00	\$ 275.00	
7	Aesthetic/Svc Rqst Pruning >30 DSH	EA	\$ 281.25	\$ 350.00	\$ 394.00	\$ 550.00	\$ 494.00	\$ 350.00	
8	Ficus Pruning	EA	\$ 320.55					\$ 320.00	Current rate for Montebello
9	Crown Reduction/Restoration Pruning	EA	\$ 361.90		\$ 367.00	\$ 363.00		\$ 362.00	Current rate for Montebello
10	Coco Palm Pruning	EA	\$ 49.65	\$ 69.00	\$ 64.00			\$ 69.00	
11	Washingtonia Palm Pruning	EA	\$ 59.95	\$ 69.00	\$ 64.00			\$ 69.00	
12	Date Palm Pruning	EA	\$ 163.35	\$ 195.00	\$ 224.00			\$ 195.00	
13	Palm Skinning	FT	\$ 14.50	\$ 17.50	\$ 94.00	\$ 20.00	\$ 20.00	\$ 14.50	Current rate for Montebello
14	Tree & Stump Removal 0-24 DSH	IN	\$ 24.80	\$ 40.00	\$ 30.00	\$ 35.00	\$ 33.00	\$ 32.00	Negotiated at a discounted rate.
15	Tree & Stump Removal >24 DSH	IN	\$ 35.15	\$ 55.00	\$ 30.00	\$ 35.00	\$ 22.00	\$ 45.00	Negotiated at a discounted rate.
16	Stump Only Removal	IN	\$ 10.35	\$ 15.00	\$ 14.00	\$ 14.00	\$ 19.00	\$ 15.00	
17	Plant 15 Gallon Tree	EA	\$ 129.25	\$ 165.00	\$ 194.00	\$ 170.00		\$ 130.00	Current rate for Montebello
18	Plant 24"Box Tree	EA	\$ 243.00	\$ 335.00	\$ 394.00	\$ 345.00		\$ 243.00	Current rate for Montebello
19	Plant 36" Box Tree	EA	\$ 749.65	\$ 895.00	\$ 954.00	\$ 1,200.00		\$ 750.00	Current rate for Montebello
20	Tree Watering	DAY	\$ 517.00	\$ 616.00		\$ 1,128.00		\$ 520.00	Negotiated at a discounted rate.
21	GPS Tree Inventory	EA	\$ 2.05	\$ 3.00			\$ 4.00	\$ 1.00	Negotiated at a discounted rate.
22	Crew Rental - per man	MAN-HR	\$ 72.40	\$ 77.00	\$ 89.00	\$ 93.00	\$ 114.00	\$ 77.00	
23	Specialty Equipment Rental	HR	\$ 113.75		\$ 122.00			\$ 115.00	Negotiated at a discounted rate.
24	Emergency Response	MAN-HR	\$ 98.25	\$ 100.00	\$ 100.00	\$ 123.00	\$ 120.00	\$ 100.00	

NOTE: Blank indicates the contract does not include a rate for that item.

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. _____

BY AND BETWEEN

CITY OF MONTEBELLO
ANDWEST COAST
ARBORIST, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on _____, 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and West Coast Arborist, Inc., a California corporation (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional contractor to provide tree maintenance, removal, and replacement services citywide ("Project"); and

WHEREAS, Section 3.20.125 "Piggyback purchasing agreements" of Chapter 3.20 "Purchasing System" of the Montebello Municipal Code authorizes CITY to enter into contracts with vendors and contractors for the purchase of supplies and services the pricing and terms of which have been previously established as a result of competitive bidding or negotiation by another local, county, state, federal or other public entity provided that certain conditions have been met, including but not limited to determining that the purchase conforms to CITY's specifications for the item or service, and provided that the estimated price for the purchase is lower than estimated for the purchase if made directly by CITY; and

WHEREAS, CITY desires to piggyback off of the City of Chino Hills Request for Proposal (RFP) and resulting agreement with CONTRACTOR awarded on or about October 8, 2019 to provide citywide urban forest management, attached hereto as **Exhibit "A"** and incorporated herein by this reference; and

WHEREAS, CITY has determined that the City of Chino Hills's RFP and resulting agreement conforms to CITY's required specifications for the contemplated Project and the estimated price for purchase is lower than estimated had CITY proceeded through its own competitive bidding procedure; and

WHEREAS, 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. Except as otherwise expressly set forth herein, all terms, conditions, requirements, and provisions of the original City of Chino Hills' RFP and resulting agreement with CONTRACTOR for urban forest management (attached hereto as Exhibit "A"), are 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 those tree maintenance, removal, and replacement services that are set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall complete a tree inventory within the first six (6) months of receipt of CITY's written Notice to Proceed at no charge to CITY.

D. CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation") in an annual amount not-to-exceed **Four Hundred Sixty Thousand Dollars and 00/100 Cents (\$460,000.00)**. CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. Cost of living adjustments may be requested by CONTRACTOR and negotiated by the Parties beginning July 1, 2022; provided that if granted by CITY, such adjustment shall not-exceed five percent (5%) per year thereafter.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the written Notice to Proceed by CITY ("Effective Date") and shall expire five (5) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), additional, one-year (1) terms 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 CITY upon request.

SECTION 4. PREVAILING WAGES.

a. Pursuant to Labor Code Section 1720, and as specified in 8 California Code of Regulations Section 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

b. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

c. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

d. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five (1:5) except:

- i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the 90 days before the request for certificate; or
- ii. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5); or

- iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
- e. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
- f. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices
- g. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, or from the Division of Apprenticeship Standards and its branch offices.
- h. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.
- i. CONTRACTOR and its subcontractors must be registered and remain registered with the California Department of Industrial Relations (DIR) throughout the term of this Agreement in accordance with the California Labor Code, including Labor Code Section 1771.1, and any successor or replacement provision thereto.

SECTION 5. 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 CITY, and ownership of said work product shall be retained by 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 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.

SECTION 6. EXTRA SERVICES.

No extra services over and above those expressly provided for herein 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") and/or his/her authorized designee.

SECTION 7. CITY SUPERVISION.

The City Manager, and/or his/her authorized designee, 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 and/or his/her authorized designee.

SECTION 8. 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. 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, 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 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. 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 11. 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 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 12. 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 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 13. 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 14. 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 15. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

☐ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a

general aggregate limit applies, the limit shall be twice the required occurrence limit.

☐ **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

☐ **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

☐ **Professional Liability** insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by 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 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 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 CITY.

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 10 of this Agreement.

SECTION 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

James Enriquez, P.E.
Director of Public Works / City Engineer
Public Works Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: jenriquez@cityofmontebello.com

SECTION 23. 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 24. 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 25. 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.

CITY OF MONTEBELLO
("CITY")

West Coast Arborist, Inc.
("CONTRACTOR")

Salvador Melendez, Mayor

(Signature)

Printed Name

Title: _____

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

Exhibit "A"

City of Chino Hills RFP/Agreement Documents



REQUEST FOR PROPOSALS

TREE MAINTENANCE SERVICES

PROPOSALS MUST BE RECEIVED

BY

2:00 PM

ON THURSDAY, SEPTEMBER 5, 2019

City of Chino Hills
City Clerk's Office
14000 City Center Drive
Chino Hills, CA 91709

City of Chino Hills Request for Proposals Tree Maintenance Services

Date: August 20, 2019

Department: Public Works

Project Name: Tree Maintenance Services

Proposal Due Date: Thursday, September 5, 2019 Time: 2:00 P.M.

Proposals must be submitted to:

City of Chino Hills
City Clerk's Office
Attn: Mary Grunder
14000 City Center Drive
Chino Hills, CA 91709

Due Date and Delivery:

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. The proposer shall submit a package clearly marked on the outside as **"Tree Maintenance Services"** to the City Clerk's Office. The package shall contain the following:

- Three (3) copies and one (1) electronic copy of the proposal (flash drive is the preferred method) Emails are not accepted;
- One (1) original of the cost proposal in a separate sealed envelope clearly marked "Sealed Cost Proposal for Tree Maintenance Services"; and
- A signed W-9 and General Vendor and Subcontractor Information Form (Attachment 2).

Proposals must be received by the City Clerk's Office **no later than 2:00 p.m. Thursday, September 5, 2019**. Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

A. General Information:

The City of Chino Hills ("City") is requesting proposals from qualified firms or individuals to provide services for maintenance, GPS tree inventory, removal and replacement of trees, as needed, within the City's Urban Forest. The City has approximately 42,000 street, slope and park trees that comprise its Urban Forest.

All firms submitting bid proposals must hold a valid State California C-27 and a C-61/D49 Contractor's License. Both licenses must be in good standing for the previous seven (7) consecutive years without any official unresolved record of complaints registered or filed with

City of Chino Hills
RFP FOR TREE MAINTENANCE SERVICES

the Board or California Department of Consumer Affairs. Additionally, this contract requires a valid California State Pest Control License.

B. Description of the Government:

The City of Chino Hills is a General Law City in the State of California and is located in the Southwestern portion of San Bernardino County. The City was incorporated on December 1, 1991, and operates under a council-manager form of government. The City is a community consisting of approximately 45 square miles with an estimated population of 80,676. The City operates as a "contract city" utilizing contracts with other government entities, private firms and individuals to provide many traditional municipal services to the community. Contracted services include police, city attorney, animal control, and refuse collection.

C. Background

The City of Chino Hills requires the services of a contractor for tree maintenance services. The City currently has a tree inventory over 42,000 trees. Trees are located on streets, slopes and parks. Staff will recommend that the successful contractor be awarded a three-year agreement with two, one-year renewable options. Proposer must be registered with the Department of Industrial Relations or proposal will be rejected.

D. Addendum

If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be published and distributed through the City's website. All addenda shall become a part of the RFP document requiring acknowledgment by the proposer.

E. Evaluation and Selection

Below is a tentative schedule of this RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process.

TENTATIVE PROJECT SCHEDULE	
RFP Published:	August 20, 2019
Questions from Proposers Due:	August 30, 2019
Questions and Answers Posted:	September 3, 2019
Proposals Due:	September 5, 2019
Initial Review of Proposals by Panel:	September 9 – 13, 2019
Anticipated Contract Award:	October 8, 2019
Begin Maintenance Services	October 9, 2019

F. Questions

Please direct any questions or concerns to Mary Grunder, Management Analyst II at mgrunder@chinohills.org. Only questions with “**Tree Maintenance Services**” in the subject line will be accepted. All inquiries shall be submitted in writing. Questions will not be answered over the phone. Answers to pertinent submitted questions will be posted on the City’s website.

G. Scope of Work:

The Scope of Work is defined in Exhibit A. The proposal must address how the Contractor will deliver the indicated services. Project tasks shall include, but are not necessarily limited to, those items in Exhibit A. If the contractor believes that additional tasks are warranted, they must be clearly identified in the contractor’s proposal as an “Add Alternate”.

H. Deliverables:

The successful proposer shall provide:

1. Cover Letter

The Cover Letter shall be addressed to Mary Grunder, Management Analyst II, and at a minimum, must contain the following:

- a. Identification of firm, including name, address, and telephone number.
- b. California Secretary of State Entity and DIR Numbers.
- c. Name, title, address, and telephone number of contact person during period of proposal evaluation.
- d. Statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from the date of submittal.
- e. Signature of a person authorized to bind the firm to the terms of the proposal.

2. Executive Summary

In a brief narrative, describe the proposed solution by setting forth the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convey to the City that the firm understands the objective of the requested service, the nature of the work, and the level of effort necessary to successfully provide the defined services. The narrative should stipulate how the firm’s approach and plans to provide the services are appropriate to the tasks involved.

3. Methodology

Provide a detailed description of the approach and methodology to be used to accomplish the work described in Exhibit A of this RFP. The methodology shall include:

- a. Describe the firm’s approach to managing the project, including an implementation plan that describes in detail the specific plans to manage, control, and supervise the project in order to ensure satisfactory provision of services.

City of Chino Hills
RFP FOR TREE MAINTENANCE SERVICES

- b. Provide a detailed description of the specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in Exhibit A.
- c. Provide a detailed description and/or examples of your quality control procedures that ensures all work products delivered to the City (i.e., drafts and final versions) are of high-quality, accurate and have been thoroughly reviewed prior to delivery to the City.
- d. Provide a completed "Exhibit B – Pricing Sheets."

4. References

Provide at least three (3) references, past and present, using the same services of equivalent or greater scope as being proposed. Indicate the scope of work, date, contract amount, and the name, email address, and telephone number of the client contact. Also, provide a complete list of other municipalities in California utilizing your services over the past five (5) years.

5. Required Statements

- a. A statement that all charges for services will be a "Not-To-Exceed" fee, as submitted with and made part of said contractor's quote.
- b. A copy of the contractor's hourly rate schedule and a written statement that said hourly rate schedule is part of the contractor's quote for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
- c. A written statement by the contractor that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
- d. A written statement by the contractor shall allow all authorized federal, state, county, and the City official's access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three (3) years.
- e. A written statement that the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- f. A written statement that the contractor shall comply with the California Labor Code., pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates.
- g. A written statement that the contractor shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

6. Required Forms: Exhibit B, Pricing Sheets, Attachment No.1 and Attachment No. 2 must be included in the proposal.

I. Administrative Elements:

1. The contractor shall assign a responsible representative and an alternate to perform the assigned tasks. Both staff members shall be identified in the proposal. The contractor's representative will be responsible for all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the alternate representative will become the primary representative. Any other changes in responsible representative must be approved, in advance, by the City. The City will have the right to reject other proposed changes in personnel and may consider any other changes in responsible personnel a breach of contract.
2. The contractor shall provide all necessary personnel, instruments, equipment, and materials to perform the described services.
3. The City reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.
4. Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The City may use some or all of the following criteria and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criteria and percentage of score as deemed appropriate prior to the commencement of evaluation.

After selecting the highest qualified scorer, the City will negotiate the final agreement terms. If the City and the Proposer are unable to come to mutual terms, the City reserves the right to negotiate with the next highest rated proposer(s), or re-issue the RFP.

POTENTIAL PROPOSAL EVALUATION CRITERIA	
EVALUATION CRITERIA	PERCENTAGE OF SCORE
Approach to the work including task breakdown as related to the scope of work described in this RFP.	35%
Proposer's experience and technical competence, understanding of the project, and subject matter expertise on similar projects of equal complexity.	25%
Reference and the Proposer's willingness to agree to all terms of the Maintenance Services Agreement, and available resources to perform the requested services.	25%
Cost Factors	15%

J. Agreement for Maintenance Services:

City of Chino Hills
RFP FOR TREE MAINTENANCE SERVICES

The City has provided a copy of the Agreement for Maintenance Services. Please review this agreement and provide the City with a written statement of your firm's willingness to accept the terms of the agreement. **Please specifically identify each and every term of the agreement which your firm is unwilling to accept and the reason therefore (See Exhibit C). Please provide proposed Compensation and Scope of Work Exhibits with your proposal.**

K. Insurance:

Within three (3) business days of successful selection, contractor must provide the City with Certificates of Insurance providing coverage as outlined in Section 7 of the Agreement for Maintenance Services naming the City, its agents and officers as additional insureds by written endorsement.

L. Business License:

The successful contractor(s) and any sub-contractors are required to obtain a City Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal.

M. Subcontracting:

The Proposer may utilize the services of specialty subcontractors on those parts of the work that, under normal contracting practices, are performed by specialty subcontractors. Subcontractors that are utilized by the proposer may not be responsible for more than 50 percent of the total work on any given project. Unless a specific subcontractor is listed by Proposer, Proposer is representing to City that Proposer has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of their proposal, the Proposer shall not award work to any unlisted subcontractors(s) without prior written approval of the City. The Proposer shall be fully responsible to the City for the performance of their subcontractors and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any subcontractors and the City.

N. Public Information:

All materials received relative to this RFP will become public information and be available for inspection after the award of contract. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

O. Attachments:

Exhibit A – Scope of Work

Exhibit B – Pricing Sheets

Exhibit C – Sample Maintenance Services Agreement

Attachment No. 1 – Contractor's Organization Statement and Performance History

Attachment No. 2 – General Vendor and Subcontractor Information Form

**EXHIBIT A – SCOPE OF SERVICES
URBAN FOREST MANAGEMENT
REQUEST FOR PROPOSAL & SPECIFICATIONS**

I. GENERAL INFORMATION

The City of Chino Hills is soliciting Requests for Proposals from qualified firms to provide services for maintenance, GPS tree inventory, removal and replacement of trees, as needed, within the City's Urban Forest. The City has approximately 42,000 street, slope and park trees that comprise its Urban Forest.

The purpose of this maintenance contract is to provide the City with the best possible tree care to maintain the City's Urban Forest at a level expected by the City's residents, City Council, City staff, and visitors of the community. The selected firm will work closely with the City staff to insure the most appropriate care and maintenance of the City's Community Forest with sensitivity to the City, its residents and visitors.

It is the intent of the City to award a three-year contract to the selected firm. The City reserves the right to further negotiate the terms and conditions of the contract. The City shall preserve the right to reject any proposal for noncompliance with contract requirements and provisions, or to not award a contract because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This contract may not be awarded to the lowest bidder. The City Council will approve as part of the annual budget an annual contract amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the Urban Forest.

The Contractor, at the City's direction, shall perform tree, and other woody plant maintenance, removal & occasional replacement services in accordance with the statement of work described herein and all applicable American National Standards Institute (ANSI) and International Society of Arboriculture (ISA) standards at various sites. The work performed on this contract as directed by City staff (including: watering, pruning, removal, plant health care and replacement of trees and plants, GPS tree inventory collection and software usage and arborist consulting services) is routine, recurring and usual. The rates in the Cost Proposal must be based on prevailing wage determination "Tree Maintenance Laborer". Additionally, all vendors will be required to be registered with the Department of Industrial Relations (DIR) prior to proposal submittal. All work will require a submission of certified payroll records to the DIR.

Performance Bond and Payment (Labor and Materials) Bond Requirements. Within the time specified in the Contract Documents, the Contractor to whom a Contract is awarded shall deliver to the City four identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Contract Award. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance bond shall be for ten percent (10%) of the amount of the total annual compensation indicated in the Maintenance Services Agreement. The Payment bond (Labor and

Materials) shall be for one hundred percent (100%) of the total annual compensation indicated in the Maintenance Services Agreement.

The term of this contract shall be for three years. The City, at its option and with Contractor concurrence, may renew this contract for additional two year periods, in one year increments, on the same terms and conditions as provided herein. This option may be exercised only if the Contractor demonstrates superior performance in the provision of tree maintenance services during the prior three year contract term.

City is solely and actively responsible for the selection of trees to be maintained and the designation of the type and timing of the work to be performed. Contractor agrees to indemnify, hold harmless and defend, City its officials, officers, employees, and agents from any and all liability or financial loss, including but not limited to, legal expenses, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury and arising solely from any wrongful or negligent acts or omissions of Contractor, including its officers, agents, employees, subcontractors, or any person employed by Contractor in the performance of this agreement.

II. INSURANCE

Required Insurance Policies. Without limiting Contractor's indemnification of the City and prior to commencement of work, the Contractor shall obtain, provide, and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

- A. Comprehensive General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$20,000,000 per occurrence, \$25,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Contractor be a sole proprietor, the Contractor will have to complete and submit a declaration of sole proprietor form to the City in lieu of proof of Workers' Compensation as it is not required for sole proprietors.
- C. Professional Liability. In the event that the City requires arborist services, Contractor shall provide proof of professional liability insurance. (errors and omissions insurance.) Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective

date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

- D. Automotive Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident.
- E. Other Insurance Provisions. For any claims related to this project or service, the Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess to the Contractor's insurance and shall not contribute with it. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connections with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code 27882(b). General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
 2. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
 3. Each insurance policy required by this clause shall be endorsed to state that the City shall receive not less than thirty (30) days' prior written notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of any policies of insurance required hereunder.
 4. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

5. Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of noncompliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

6. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officials, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

- F. Additionally Insured Status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents shall be additional insured under such policies. The provision shall also apply to any excess liability policies.
- G. Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this Agreement by Contractor, its agents, representatives, employees, subcontractors or subconsultants.
- H. City's Rights of Enforcement of Contract Provisions. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
- I. City's Right to Revise Requirements. City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90) day advance written notice of such change. If such changes results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's Compensation.
- J. Original Certificates and Amendatory Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by the City. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

- K. Additional Insurance. Further, Contractor shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized subcontractors' own actions during the performance of this Agreement.

III. TREE MAINTENANCE SERVICES COMPANY SELECTION CRITERIA

The City will evaluate and rank proposals based on selection criteria. Any proposal may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a proposal may be waived. Waiver of an irregularity shall in no way modify the Request for Proposals nor affect recommendation for award of the Contract. The proposal should provide information for the City to evaluate the company on the following criteria:

- Ability of the Contractor to provide innovative approaches and techniques in the delivery of services and partnering with the City to reach high quality outcomes.
- Demonstration of exceptional ability to provide a high level of quality service standards under similar conditions to institutions, private or public of similar size and area requirements.
- Quality and performance assessments of work quality and working relationships with current and recent clients that indicate high levels of satisfaction and effectiveness.
- Ability to mobilize and abate as directed by City staff in a timely fashion.
- Proven competencies in the effective and efficient use of natural resources, implementation of best management practices.
- Policies that provide highly trained, competent staff at every level of the organization.
- Demonstration of a high level of stability and long term high quality performance of the Contractor.
- Contractor must provide a copy of the most recent experience modification worksheet issued to them by the California Workers' Compensation Bureau (WCIRB). Safety ratings over 125 will not be accepted.
- Well organized communication systems and electronic reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City. Demonstrate the ability to electronically track inventory, pruning, asset inventory, and removals and replacements.

IV. REQUIRED QUALIFICATIONS

Award will be made to the firm who best meets the City's requirements and who offers the most advantageous combination of low price and highest qualifications for the all criteria described in this document. All firms submitting bid proposals must hold a valid State California C-27 and a C-61/D49 Contractor's License. Both licenses must be in good standing for the previous seven (7) consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs. Additionally, this contract requires a valid California State Pest Control License.

Contractor shall have OSHA certification of aerial equipment to be used throughout the term of this project. Personnel must be qualified and trained in the tree maintenance industry. This will include the staffing of a manager who shall be an ISA Certified Arborist and fluent in the English language. At all times during contracted tree maintenance activities, the firm shall have work crews on site that are represented by an English speaking supervisor who can receive and carry out instructions given by proper authorities.

Contractor should have at least five (5) similar and separate California municipal multi-year tree maintenance contracts which have been successfully completed within the last seven (7) years. Each should be of comparable size and scope of this service. These service must also include work in tree inventory(s). The proposal shall include a detailed description of their proposed inventory program along with sample reports.

At the time of award, the successful bidder must have staff that includes ISA Certified Arborist on staff, ISA Certified Tree workers on staff, ISA Tree Risk Assessment Qualified Arborist on staff, DPR Licensed Pest Control Advisor and DPR Licensed Pest Control Applicators on staff, and Wildlife Awareness trained personnel on staff.

Contractor should have a Quality Control Plan with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The successful Contractor shall be required to comply with this quality control throughout the term of the contract. Contractors shall have a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

V. CITY SPECIFICATIONS

It shall be understood that the Contractor will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the City;

- | | |
|---------------------------|--|
| 1. Tree pruning/removal | 12. Specialty equipment rental |
| 2. Tree planting | 13. Arborist services/inspection |
| 3. Crew rental | 14. Foliar and pesticide treatments |
| 4. Emergency response | 15. Data entry |
| 5. Line clearance pruning | 16. Additional work |
| 6. Clearance pruning | 17. Global Positioning System (GPS) Tree inventory |
| 7. Grid pruning program | 18. Online maintenance access* |
| 8. Tree watering | |
| 9. Small tree care | |
| 10. Palm trunk skinning | |
| 11. Root pruning | |

* Online maintenance is defined as Internet access to an Urban Forestry Management tool for GPS tree inventories that includes work order tracking, ability to send work requests including but not limited to maintenance recommendations, tree conditions, pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring.

A. ANNUAL PRUNING PROGRAM

At the direction of the City, the tree pruning will be done per pre-designed districts along street segments, grids or prune routes on a set cycle to include all trees large and small. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards and City Maintenance Standards. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned a minimum of one time by the end of the 5-year contract period. Special projects that are difficult to access will require the need for specialty equipment (i.e., 95-foot tower). Service request pruning, or pruning to reduce and/or pruning to restore will fall under Crew Rental.

B. INSPECTION OF HAZARDOUS CONDITIONS

At the City's direction, trees shall receive routine maintenance and periodic inspections at the direction of the City administrator. The Contractor is to inspect, monitor or maintain trees unless given clear direction from City administrator. Tree problems that are clearly visible during the maintenance activities, but not considered hazardous, will be reported to the City for direction and/or further evaluation. These hazards can be discovered through both routine pruning work or through other forms of inspection. The City may direct contractor to correct hazards in a timely manner. All work history should be recorded within cities tree inventory management program.

C. TREE INVENTORY

The City of Chino Hills currently maintains the tree inventory in Arbor Access. If the proposed program is not Arbor Access, the Contractor will be required to blend the information, including historical data in order to provide continuity of information to the City.

At the City's direction, the Contractor shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter, Condition, Height, recommended maintenance, overhead utilities and parkway size and type.

1. GPS Tree Inventory

The City of Chino Hills currently maintains the inventory in Arbor Access. The Contractor must use Arbor Access or equivalent program to manage the inventory.

City shall provide the most up-to-date GPS inventory data to Contractor upon award of contract. Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance and support and as an option, conversion of the existing database. Attributes to be collected by field personnel may include, but is not limited to:

- Tree Number
- City District/Grid/LLDs/Parks/R-Areas/Residential
- Street
- Location by Address
- Location by GIS
- Species by botanical name & common name
- Tree diameter
- Tree height
- Tree condition
- Tree dollar value
- Recommended Maintenance
- Existing overhead Utilities
- Parkway Size
- Parkway Type
- Sidewalk damage

2. Mobile Application

Tree inventory program must include a mobile application for field use. All data must reflect live data as it exists in the Tree inventory program. The functionality of the mobile application shall include the following minimum requirements.

- Mobile application must be compatible with Android systems.
- Mobile application must be usable for precision mobility view as user moves through canopied areas.
- Mobile application must include multiple layering feature including aerial imagery and street names.
- Mobile application must display tree icons based on precise GPS coordinates.
- Mobile application must be able to illustrate live work history records.
- Mobile application must allow a function that permits live data updates.
- Mobile application must be updated as new work records are modified.

3. Data Experience

The Contractor should have at a minimum five (5) years of experience in collecting tree inventories for cities and other public agencies and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. The program should be developed based on the needs of the City and allow the City to

modify and structure the program specific to our needs. The user-friendly program should allow customers to generate a variety of reports quickly.

The Contractor must show, through documentation by records of past performance and references the Proposer's involvement in Arbor Day events and, educational outreach efforts.

4. Technical Support and Maintenance

The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of 7:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

VI. STANDARDS REQUIRED BY THE CITY

This service may consist of tree pruning, traffic clearance pruning, and palm pruning as specified. The following are standards that will be required of the successful proposer:

A. WORK QUALITY

All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed and shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the current American National Standards, Z133, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute., Inc., 1430 Broadway, New York, New York 10018.

The City's administrator shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

B. TREE CARE STANDARDS

Prior to beginning the work, the Contractor shall review with the City administrator various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning shall include but not be limited to accepted pruning activities.

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M. in accordance with city ordinances.

All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

1. Grid Tree Pruning

At the direction of City staff, tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees regardless of size. Pruning will include structural pruning and crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. No more than 25% of the foliage is to be removed at a given time. Special projects that are difficult to access, require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

- (a) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- (b) Contractor shall notify the City forty-eight (48) hours in advance of scheduled pruning.
- (c) Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work.
- (d) Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an English speaking supervisor experienced in tree maintenance operations. The Contractor shall be responsible for advance notification to the City at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
- (e) Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Contractor must utilize Line Clearance Qualified Tree trimmers if working within 10ft of high voltage power lines. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).

- (f) No hooks, gaffs, spurs or climbers will be used for while climbing trees other than for removals and inaccessible Palms when needed.
- (g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- (h) Topping shall not be done unless specifically requested by the City.
- (i) The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.
- (j) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.
- (k) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- (l) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- (m) Heading cuts and/or topping will not be allowed without city approval. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

2. Pruning for Clearance

As directed by city staff, tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, (9') for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting

utility lines (service drops), shall be determined by the City staff and conform to the following:

- a. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

3. Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms.

The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City administrator. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City Palm trees. Palm Skinning is an additional service to be billed to the City.

4. Aesthetic and/or Service Request Tree Pruning

As directed by City staff, trees that need service prior to their scheduled grid trim for aesthetic purposes shall be trimmed within two weeks of notification by the City to the Contractor. Pruning will include structural pruning, crown raising, crown cleaning and crown reduction in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fourteen (14) feet over the roadway and seven (9) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

The specific techniques employed shall be consistent with industry practice for the size and specific of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk

or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly as needed.

5. Tree Removals

After the City determines that a tree requires removal, the City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. The City Staff shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the City and shall be disposed of at the direction of city staff. No wood shall be left along public right-of-way unless approved by the City staff. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be

removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

In areas where stump are not accessible with stump grinding equipment, stumps shall be flush cut as low as possible and treated with a herbicide sufficient to penetrate the cambium layer and prevent regrowth. Any regrowth will be addressed by the contractor.

6. Tree Planting

Tree planting includes the tree, stakes, ties and complete installation and watering at time of installation as directed by City staff. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

- (a) Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- (b) The City shall be responsible for marking locations and the Contractor will notify Underground Service Alert (USA) prior to planting.
- (c) Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- (d) Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.
- (e) Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.
- (f) Trees that are planted in parkways shall have a 4"- 6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.

- (g) All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (⅓") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
- (h) Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
- (i) In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.
- (j) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- (k) All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the current ANSI Z60.1 Standards. Trees shall be free from pests, disease and structural defects.

7. Emergency Response

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number upon award of contract. Should the contact persons or phone numbers change during the course of the contract, those changes shall be submitted to the City immediately.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

8. Line Clearance Pruning

During the course of this contract the Contractor may be required to perform utility line clearance pruning as directed by City staff in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, Qualified Line Clearance tree trimmers, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project should be a Certified Utility Specialist and the persons completing the work shall be Line Clearance Qualified Tree workers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

9. Tree Watering

Watering is performed by a one-man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger. Trees planted by the contractor will be watered, maintained and monitored for a minimum of 90 days after planting.

10. Small Tree Care

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

11. Arborist Services

On occasion, the City requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

12. Citywide Tree Risk Survey

At the city's request the vendor will be required to provide an annual or bi-annual tree risk survey. This survey will be performed in limited visual assessment method. The city will identify the location and / or selection criteria of the trees to be assessed. The trees assessed will be

documented from a drive-by perspective. All trees discovered having obvious significant defects or other conditions of concern will be documented for follow-up action. This follow-up action can include a higher level of assessment or other mitigation efforts like tree removal or pruning at the cities direction.

13. Plant Health Care

At the direction of the city the vendor shall be required to provide plant health care services including but not limited to the following; spraying, injecting, soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected tree's appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by a Pest Control Advisor in accordance with the Department of Pesticide Regulations.

PESTICIDE USAGE AND REPORTING

1. Contractor shall submit Pesticide Usage Report(s) to City at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours and equipment.
 - (a) Report(s) will provide all information needed, and in a format sufficient for all annual reporting, including Integrated Pest Management (IPM) and National Pollution Discharge Elimination System.
2. City IPM Policy encourages use of the least toxic pesticide required for effective control of a given pest.

PESTS AND DISEASES

1. All trees known or suspected to be diseased/infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees.
2. For all trees with known or suspected Polyphagous Shot Hole Borer (PHSB), Fusarium, Gold Spotted Oak Borer (GSOB) or other high priority pests/pathogens as determined by the County. Contractor shall handle all debris in a manner consistent with newest version of all appropriate Best Management Practices (BMP), which minimizes the chance of spreading infection or infestation.
3. Material and debris from trees with known or suspected disease/infestation shall be chipped to 1" or smaller and shall not be left on site or used as mulch off site.

4. No additional charges for disinfection or special handling shall be allowed.

PESTICIDE TREATMENT OF TREES

1. Contractor shall have an "in-house" Qualified Applicator apply chemicals in accordance with the recommendations from the "in-house" Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations.
2. Applications will be made by drench, spray or injection as conditions warrant. The primary method of application shall be trunk or soil injection.
3. Pesticides used in the treatment of City Inventory must be pre-approved by the City prior to application.

C. TRAFFIC CONTROL

Contractor shall conform to all City Traffic Safety requirements and operating rules at all times while this contract is in effect in accordance with the American Traffic Safety Services Association (ATSSA).

Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use.

Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.

D. PUBLIC NOTICING OF TREE PRUNING OPERATIONS

Contractor shall be required to notify residents and/or businesses of scheduled street tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers.

City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

E. CLEAN UP

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight. Contractor's equipment may be stored overnight, with advance approval, in the City yards; however the City will not be responsible for security of Contractor's equipment.

The City staff or other authorized representative, shall be the sole judge as to the adequacy of the clean-up.

F. DISPOSAL OF DEBRIS

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Green waste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

1. Green waste Recycling Report:
Green waste that is transported to an off site facility for grinding into mulch shall be documented and available to the City on a monthly basis.
2. Wood Chips:
 - (a) Chips generated from pruning operations within the City may first be dumped at a City designated site.
 - (b) At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.
3. Milling (additional service & cost):
At the direction of the City, large tree trunks, which meet proper specifications may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

G. INSPECTIONS

The City or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

H. INVOICE

Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

I. INSPECTIONS

The City or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

J. WITHHOLDING PAYMENT

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

1. Defective or inadequate work not corrected.
2. Claims filed, or reasonable evidence indicating probable filing of claims.

K. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. The City may modify these specifications with the joint approval of the Contractor and the City. All modifications shall be in writing and authorized by the appropriate signatory.
2. In the event that the City should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
3. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with the proposal.
4. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

L. COOPERATIVE PURCHASING

It is intended that other public agencies (i.e., city, county, school district, special district, public authority, public agency, and other political sub-division of the State of California) and/or other City departments shall have the option to participate in any agreement created as a result of this Request for Proposal with the same terms and conditions as to the price of the product and/or service. The City shall incur no financial responsibility in connection with a purchase order from another public agency. Any public agency that "piggy-backs" on any negotiated contract between the City and vendor shall accept sole responsibility for negotiating, placing orders and making payment to vendor. The vendor may or may not agree to the cooperative purchasing clause.

M. CLARIFICATION OF SPECIFICATIONS

If any bidder, prior to submitting their bid should find any discrepancies and/or omissions from the specifications or other contract documents, or if they should be in doubt as to the true meaning of any part thereof, they shall at once make a written request to the City Purchasing Agent for corrections, clarification, or interpretation of the points in question. The person submitting such request shall be responsible for its prompt delivery.

In the event that the City receives a request and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in these documents, a written addendum will be posted as an addendum on the City Website. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to bidders in any manner other than written addendum.

Exhibit B – PRICING SHEETS

The undersigned proposes to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP, at prices indicated below. All applicable services include cleanup and disposal.

Tree Pruning (by Grid)

Price per tree to Prune by Grid

\$ _____

Grid tree pruning is based on tree pruning in pre-designed districts, or grids on a set cycle and includes all trees (small, medium and large-sized.) Trees are not excluded from the Grid.

Aesthetic or Service Request Pruning

0" - 6" Diameter Standard Height	\$ _____
7" - 12" Diameter Standard Height	\$ _____
13" - 18" Diameter Standard Height	\$ _____
19" - 24" Diameter Standard Height	\$ _____
25" - 30" Diameter Standard Height	\$ _____
31" - 36" Diameter Standard Height	\$ _____
36"+ Diameter Standard Height	\$ _____

Crown Raise/Clearance Prune Hardwood tree

0" - 6" Diameter Standard Height	\$ _____
7" - 12" Diameter Standard Height	\$ _____
13" - 18" Diameter Standard Height	\$ _____
19" - 24" Diameter Standard Height	\$ _____
25" - 30" Diameter Standard Height	\$ _____
31" - 36" Diameter Standard Height	\$ _____
36"+ Diameter Standard Height	\$ _____

Palm Tree Trimming:

Prune Date Palm (Phoenix spp.)	\$ _____
Clean Trunk for Date Palm (Phoenix spp.) per linear foot	\$ _____
Prune Fan Palm (Washingtonia spp.)	\$ _____
Clean Trunk for Fan Palm (Washingtonia spp.) per linear foot	\$ _____
Prune all other Palm Species	\$ _____

Tree Removal – (per inch)

Tree & Stump removal per dia. inch 0-24" dbh	\$ _____
Tree & Stump removal per dia. inch over 25" dbh	\$ _____
Stump grinding per stump diameter inch at grade	\$ _____

Tree Planting – (per tree)

Tree planting includes tree, stakes, ties, and labor.

15-gallon tree	\$ _____
24-inch box tree	\$ _____
36-inch box tree	\$ _____

Tree Watering (per hour)

Watering of young trees, includes water truck & operator-per hour	\$ _____
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Root Pruning – (per linear foot)

Per foot of roots pruned	\$ _____
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Root Barrier Installation – (per linear foot)

Per foot of root barrier installed	\$ _____
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General Labor Rates – (per man hour)

3-man crew with equipment	\$ _____
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Day Rate Service Crew - (per man hour)

Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 Sr. Tree Trimmer, 1 Trimmer & 1 Groundperson	\$ _____
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Specialty Equipment Hourly Rate – (per hour)

Crane	\$ _____
95-foot aerial tower	\$ _____
Loader or Bobcat	\$ _____

Emergency Services – (per hour)

Emergency response services per man hour:	
During normal business hours (Mon-Fri 7am to 5 pm)	\$ _____
After hours, weekends &/or holidays	\$ _____

General Arborists Services – (per hour)

	<u>Unit Price in Figures</u>
Written Arborist Reports	\$ _____
Resitograph testing	\$ _____
Ground Penetrating Radar	\$ _____
Airspade Services	\$ _____
Fumigation Services	\$ _____
Fertilization Services	\$ _____
Level 1,2 and 3 Risk Assessments	\$ _____

Soil Testing / Soil enhancements	\$ _____
Citywide tree risk survey (Per Tree)	\$ _____
<u>GPS Tree Inventory – (per tree site)</u>	
Cost per tree site collected including vacant sites	\$ _____
<u>PLANT HEALTH CARE SERVICES</u>	
Tree Canopy Spraying from ground level per diameter inch	\$ _____
Tree Canopy Spraying from aerial tower per diameter inch	\$ _____
Description: Foliar hydraulic spraying of recommended material.)	
Insecticide or Fungicide Trunk Banding per diameter inch	\$ _____
Description: Trunk spray of recommended material.	
PGR Trunk Banding per diameter inch	\$ _____
Description: Trunk spray of recommended material to regulate plant growth.	
Insecticide or PGR Soil Application (Cambistat) per diameter inch	\$ _____
Description: Recommended insecticide soil injection or drench material to regulate plant growth.	
Insecticide or Fungicide Soil Application per diameter inch	\$ _____
Description: Soil applied drench of recommended material.	
Soil Injection Fertilization per diameter inch	\$ _____
Description: Soil applied injection of recommended material.	
Soil Drenching Fertilization per diameter inch	\$ _____
Description: Soil application of recommended material.	
Trunk Injection (Insecticide/Miticide) per diameter inch	\$ _____
Description: Trunk injected recommended material.	
Trunk Injection (Fungicide) per diameter inch	\$ _____
Description: Trunk injected recommended material.	
Trunk Injection (Insecticide & Fungicide Combo) per diameter inch	\$ _____
Description: Combination of one time trunk injection of two recommended materials.	
Avermectin Class Insecticide Injection per diameter inch	\$ _____
Description: Recommended trunk injection of Emamectin benzoate active ingredient.	

Attachment No. 1

CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" shall refer to any public agency to which the Contractor has submitted a bid to, or contracted with, for any maintenance contract.

Submitted By: _____
Name must correspond with the Contractor's License

_____ Corporation _____ Partnership _____ Individual _____ Joint Venture

If a corporation, under the laws of what State is it organized? _____
California Regional Office (s): _____

Use the form titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

- A. How many years of experience of tree work under current organization?
(a) As a General Contractor? _____ From 19__ to 20__
(b) As a Subcontractor? _____ From 19__ to 20__
- B. Provide the following information as to contract experience with public entities or governmental agencies ONLY, within the past five (5) years of similar size and scope of work. If none, write "NONE" on the chart.
- C. Have you or your company, or any officer, manager or partner thereof, failed to complete a contract for an Owner? YES _____ NO _____. If so indicate the name of each Owner, dates, and the circumstances.
- D. Have you or your company been denied an award of Contract notwithstanding submission of the lowest responsive bid? YES _____ NO _____. If so, as to each such denial, state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.
- E. Has your company been assessed liquidated damages by any Owner? YES _____ NO _____. If so, as to each assessment of liquidated damages, state the name of the Owner, the date of the assessment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages.
- F. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible contractor? YES _____ NO _____. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

G. Has your company been the subject of any inquiry by any Owner as to whether your company has made any false claim or other material misrepresentation? YES ____ NO _____. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

H. Has your company made any false claim or misrepresentation in the submittal of any claim pertaining to any construction contractor with an Owner? YES ____ NO _____. If so, state the circumstances including the reason for submittal of false material.

I. Is your company currently asserting against any Owner any construction claim (s) in excess of \$100,000.00, or has your company made such claim (s) against any Owner?

YES ____ NO _____. If so, as to each such claim, state the name of the Owner, the date of the claim, the grounds of the claim, the amount of such claim, the present status of such claim, the date of resolution of such claim if resolved, and the amount and method by which such claim was resolved, if resolved.

J. Is your company currently a party against any Owner in any litigation pertaining to any construction project, or has your company been a party to such litigation?

YES ____ NO _____. If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.

K. List the Experience Modification Rate (EMR) issued to your firm annually by the Workers' Compensation Insurance Rating Bureau (WCIRB) worksheet. Beginning with the most recent year (Year 2018) please insert the EMR rate issued by the WCIRB. If the total average rate for these three recent years is equal or greater than 125%, then the Contractor will be disqualified.

YEAR 2018: EMR: _____

YEAR 2017: EMR: _____

YEAR 2016: EMR: _____

L. Has a government entity ever debarred disqualified, removed, suspended, or otherwise prevented you or your firm from bidding on, contracting, or completing a construction project?

YES ____ NO _____. If YES, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance, and state the reason for the government entity's action against your firm. Attach additional sheets as necessary.

M. Has a government entity ever rejected your firm's Bid or Proposal on the ground that you or your firm is a "non-responsible" bidder or proposer?

YES ____ NO _____. If YES, identify the name of the government entity, list the date, describe the facts and circumstances about each instance, and state the reason or basis for the government entity's determining that you firm was a "non-responsible" bidder. Attach additional sheets as necessary.

N. In the past five (5) years, have you ever or any officer or principal of your firm been an officer of another firm which failed to perform a contract or agreement?

YES ____ NO _____. If YES, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

O. Has a government entity or a client ever terminated, suspended, or non-renewed your firm's contract or agreement before its completion?

YES ____ NO _____. If YES, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

Exhibit B – PRICING SHEETS

The undersigned proposes to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP, at prices indicated below. All applicable services include cleanup and disposal.

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Clean Trunk for Fan Palm (Washingtonia spp.) per linear foot	\$ _____
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Tree Removal – (per inch)

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Tree & Stump removal per dia. inch over 25" dbh	\$ _____
Stump grinding per stump diameter inch at grade	\$ _____
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Tree planting includes tree, stakes, ties, and labor.	
15-gallon tree	\$ _____
24-inch box tree	\$ _____
36-inch box tree	\$ _____
 <u>Tree Watering (per hour)</u>	
Watering of young trees, includes water truck & operator-per hour	\$ _____
 <u>Root Pruning – (per linear foot)</u>	
Per foot of roots pruned	\$ _____
 <u>Root Barrier Installation – (per linear foot)</u>	
Per foot of root barrier installed	\$ _____
 <u>General Labor Rates – (per man hour)</u>	
3-man crew with equipment	\$ _____
 <u>Day Rate Service Crew - (per man hour)</u>	
Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 Sr. Tree Trimmer, 1 Trimmer & 1 Groundperson	\$ _____
 <u>Specialty Equipment Hourly Rate – (per hour)</u>	
Crane	\$ _____
95-foot aerial tower	\$ _____
Loader or Bobcat	\$ _____
 <u>Emergency Services – (per hour)</u>	
Emergency response services per man hour:	
During normal business hours (Mon-Fri 7am to 4pm)	\$ _____
After hours, weekends &/or holidays	\$ _____
 <u>General Arborists Services – (per hour)</u>	
Written Arborist Reports	<u>Unit Price in Figures</u> \$ _____
Resitograph testing	\$ _____
Ground Penetrating Radar	\$ _____
Airspade Services	\$ _____
Fumigation Services	\$ _____

Fertilization Services	\$ _____
Level 1,2 and 3 Risk Assessments	\$ _____
Soil Testing / Soil enhancements	\$ _____
Citywide tree risk survey (Per Tree)	\$ _____

GPS Tree Inventory – (per tree site)

Cost per tree site collected including vacant sites	\$ _____
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PLANT HEALTH CARE SERVICES

Tree Canopy Spraying from ground level per diameter inch	\$ _____
Tree Canopy Spraying from aerial tower per diameter inch	\$ _____
Description: Foliar hydraulic spraying of recommended material.)	

Insecticide or Fungicide Trunk Banding per diameter inch	\$ _____
Description: Trunk spray of recommended material.	

PGR Trunk Banding per diameter inch	\$ _____
Description: Trunk spray of recommended material to regulate plant growth.	

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Description: Recommended insecticide soil injection or drench material to regulate plant growth.	

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Description: Soil applied drench of recommended material.	

Soil Injection Fertilization per diameter inch	\$ _____
Description: Soil applied injection of recommended material.	

Soil Drenching Fertilization per diameter inch	\$ _____
Description: Soil application of recommended material.	

Trunk Injection (Insecticide/Miticide) per diameter inch	\$ _____
Description: Trunk injected recommended material.	

Trunk Injection (Fungicide) per diameter inch	\$ _____
Description: Trunk injected recommended material.	

Trunk Injection (Insecticide & Fungicide Combo) per diameter inch	\$ _____
Description: Combination of one time trunk injection of two recommended materials.	

Avermectin Class Insecticide Injection per diameter inch	\$ _____
Description: Recommended trunk injection of Emamectin benzoate active ingredient.	

Attachment No. 2 - GENERAL VENDOR INFORMATION

This form must be completed and included in the Contractor's response. Failure to complete all Items may cause the proposal to be non-responsive.

1. BIDDER/CONTRACTOR'S Name and Street Address:

2. CONTRACTOR'S Telephone Number: () _____
Mobile Number: () _____

3. CONTRACTOR'S License:

Primary Classification _____

State License Number(s) _____

Supplemental License Classifications _____

4. Is the Bidder/Contractor registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject Contractor's bid as nonresponsive]?

Yes ☐

No ☐

Contractor's DIR Registration No. _____ Expiration Date: _____

6. Type of Firm (Individual, Partnership or Corporation): _____

7. Corporation organized under the laws of the State of: _____

8. List the names and addresses of the principal members of the firm or names and titles of the principal officers of the corporation or firm:

9. No. of years experience as contractor in this specific type work: _____

GENERAL VENDOR INFORMATION
(Continued)

10. List at least three related projects completed to date:

a. Owner _____
Address _____
Contact _____
Phone _____
Project _____
Class of Work _____
Contract Amount _____
Date Completed _____

b. Owner _____
Address _____
Contact _____
Phone _____
Project _____
Class of Work _____
Contract Amount _____
Date Completed _____

c. Owner _____
Address _____
Contact _____
Phone _____
Project _____
Class of Work _____
Contract Amount _____
Date Completed _____

11. List the name and title of the person who will supervise full-time the proposed work for your firm:

LIST OF SUBCONTRACTORS

As required under Section 4100, et seq., of the Public Contract Code, the Bidder shall list below the name and business address of each subcontractor who will perform Work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the Work which will be done by such subcontractor. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

1. Work to be performed: _____ % of Total Contract: _____

Subcontractor's Name: _____

Address: _____

License No. _____

Is the Subcontractor registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject Contractor's bid as nonresponsive]?

Yes ☐

No ☐

Contractor's DIR Registration No. _____ Expiration Date: _____

2. Work to be performed: _____ % of Total Contract: _____

Subcontractor's Name: _____

Address: _____

License No. _____

Is the Subcontractor registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject Contractor's bid as nonresponsive]?

Yes ☐

No ☐

Contractor's DIR Registration No. _____ Expiration Date: _____

**LIST OF SUBCONTRACTORS
(Continued)**

3. Work to be performed: _____ % of Total Contract: _____

Subcontractor's Name: _____

Address: _____

License No. _____

Is the Subcontractor registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject Contractor's bid as nonresponsive]?

Yes ☐

No ☐

Contractor's DIR Registration No. _____ Expiration Date: _____

4. Work to be Performed: _____ % of Total Contract: _____

Subcontractor's Name: _____

Address: _____

License No. _____

Is the Subcontractor registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject Contractor's bid as nonresponsive]?

Yes ☐

No ☐

Contractor's DIR Registration No. _____ Expiration Date: _____

5. Work to be performed: _____ % of Total Contract: _____

Subcontractor's Name: _____

Address: _____

License No. _____

**MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF CHINO HILLS AND
WEST COAST ARBORISTS, INC.**

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 8th day of October, by and between the CITY OF CHINO HILLS, a general law city and municipal corporation ("CITY") and WEST COAST ARBORISTS, INC. ("CONTRACTOR").

The Parties agree as follows:

1. CONSIDERATION

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR an annual amount not to exceed \$652,700.00 on the terms set forth in the attached "Exhibit A," which is incorporated by reference, for CONTRACTOR's services. Payments shall be made within forty-five (45) days after receipt of each invoice as to all undisputed fees. If the City disputes any of CONTRACTOR's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

2. TERM

The term of this Agreement will be from October 9, 2019 to October 8, 2022. The Agreement may be renewed in advance and in writing by the City Manager for two additional one-year terms.

3. SCOPE OF SERVICES

- A. CONTRACTOR will perform services listed in the attached Exhibit B.
- B. CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

4. PREVAILING WAGES

- A. Pursuant to Labor Code § 1720, and as specified in 8 California Code of

Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

- B. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- C. CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- D. Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:
 - i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
 - ii. When the number of apprentices in training in the area exceeds a ratio of one to five, or
 - iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
 - iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
 - v. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
 - vi. CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

- vii. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

CONTRACTOR and its subcontractors must be registered and remain registered with the California Department of Industrial Relations (DIR) throughout the term of this Agreement in accordance with the California Labor Code, including Labor Code Section 1771.1, and any successor or replacement provision thereto.

5. FAMILIARITY WITH WORK

- A. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has
 - i. Thoroughly investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from CITY.

6. BONDS

- A. Within ten (10) business days upon Notice to Proceed, the CONTRACTOR shall be required to provide the City with 100% payment and performance bonds from a surety company licensed to do business in the State of California and with a minimum rating of A from AM Best."

7. INSURANCE

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$20,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.
- C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto), or owned, hired, non-owned, scheduled, non-scheduled or rented vehicles, (or combination thereof dependent upon working being performed under contract).
- D. CONTRACTOR will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII," unless otherwise approved and accepted by the City Manager or his/her designee in writing. Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

- F. Unless the City Manager otherwise agrees in writing, all insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officials, employees, volunteers, and agents. CONTRACTOR hereby waives its own right of recovery against CITY and shall require similar express waivers from each of its subcontractors.

8. TIME FOR PERFORMANCE

CONTRACTOR will not perform any work under this Agreement until:

- A. CONTRACTOR furnishes proof of insurance as required under Section 7 of this Agreement; and
- B. CITY gives CONTRACTOR a written Notice to Proceed.
- C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

9. TERMINATION

- A. Except as otherwise provided, CITY may terminate this Agreement upon providing written notice to CONTRACTOR at least thirty (30) days before the effective termination date. Notice of termination will be in writing. In the event of such termination, CONTRACTOR shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.
- B. CONTRACTOR may terminate this Agreement upon providing written notice to CITY at least thirty (30) days before the effective termination date.
- C. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- D. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

10. INDEMNIFICATION

- A. CONTRACTOR indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees and penalties), injuries, or liability, arising out of this Agreement, or its performance including, without limitation, damages or penalties arising from CONTRACTOR's removal, remediation, response or other plan concerning any Hazardous Waste resulting in the release of any hazardous substance into the environment, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any

suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and volunteers.
- C. CONTRACTOR expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.
- D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- E. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by this Agreement, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

11. INDEPENDENT CONTRACTOR

CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

12. NOTICES

- A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery, email or by mail. Notice sent by mail will be addressed as follows:

To CITY:	City of Chino Hills
	Attn: City Clerk
	14000 City Center Drive
	Chino Hills, CA 91709
	Email: cityclerk@chinohills.org

To CONTRACTOR: West Coast Arborists, Inc.
Attn: Nick Alago/Patrick Mahoney
2200 E. Via Burton
Anaheim, CA 92806

- B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.
- C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. TAXPAYER IDENTIFICATION NUMBER

CONTRACTOR will provide CITY with a Taxpayer Identification Number.

14. BUSINESS LICENSE

CONTRACTOR shall maintain a valid Business License with the CITY through the term of the contract.

15. CONTRACTOR'S KNOWLEDGE OF APPLICABLE LAWS.

CONTRACTOR shall keep itself informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Contractor shall observe and comply with all such laws and regulations affecting its employees. City and its officers and employees, shall not be liable at law or in equity as a result of any failure of Contractor to comply with this section."

16. WAIVER

A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

17. SEVERABLE

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

18. CAPTIONS

The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

19. INTERPRETATION

This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in San Bernardino County. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

20. AUTHORITY/MODIFICATION

The terms of this Agreement can only be modified in writing approved by the CITY AND THE CONTRACTOR. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

21. EFFECT OF CONFLICT

In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

22. FORCE MAJEURE

Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

23. ENTIRE AGREEMENT

This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and CITY. To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

23. CONSISTENCY

In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

A. Exhibit A: Compensation

B. Exhibit B: Scope of Work

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

CITY OF CHINO HILLS

WEST COAST ARBORISTS, INC.

Peter J. Rogers
Mayor

(Signature)

ATTEST:

(Printed name/Title)

Cheryl Balz
City Clerk

(Date)

(Date)

(Signature)

APPROVED AS TO FORM:

(Printed Name/Title)

Mark D. Hensley
City Attorney

(Date)

Exhibit A – PRICING SCHEDULE

The undersigned proposes to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP, at prices indicated below. All applicable services include cleanup and disposal.

Tree Pruning (by Grid)

Price per tree to Prune by Grid

\$69.00

Grid tree pruning is based on tree pruning in pre-designed districts, or grids on a set cycle and includes all trees (small, medium and large-sized.) Trees are not excluded from the Grid.

Aesthetic or Service Request Pruning

0" - 6" Diameter Standard Height	\$69.00
7" - 12" Diameter Standard Height	\$100.00
13" - 18" Diameter Standard Height	\$150.00
19" - 24" Diameter Standard Height	\$200.00
25" - 30" Diameter Standard Height	\$275.00
31" - 36" Diameter Standard Height	\$350.00
36"+ Diameter Standard Height	\$475.00

Crown Raise/Clearance Prune Hardwood tree

0" - 6" Diameter Standard Height	\$25.00
7" - 12" Diameter Standard Height	\$35.00
13" - 18" Diameter Standard Height	\$45.00
19" - 24" Diameter Standard Height	\$55.00
25" - 30" Diameter Standard Height	\$55.00
31" - 36" Diameter Standard Height	\$55.00
36"+ Diameter Standard Height	\$55.00

Palm Tree Trimming:

Prune Date Palm (Phoenix spp.)	\$195.00
Clean Trunk for Date Palm (Phoenix spp.) per linear foot	\$20.00
Prune Fan Palm (Washingtonia spp.)	\$69.00
Clean Trunk for Fan Palm (Washingtonia spp.) per linear foot	\$15.00
Prune all other Palm Species	\$69.00

Tree Removal – (per inch)

Tree & Stump removal per dia. inch 0-24" dbh	\$38.00
Tree & Stump removal per dia. inch over 25" dbh	\$48.00
Stump grinding per stump diameter inch at grade	\$15.00

Tree Planting – (per tree)

Tree planting includes tree, stakes, ties, and labor.

15-gallon tree	\$ 165.00
24-inch box tree	\$ 335.00
36-inch box tree	\$ 895.00

Tree Watering (per hour)

Watering of young trees, includes water truck & operator-per hour	\$ 77.00
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Root Pruning – (per linear foot)

Per foot of roots pruned	\$ 20.00
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Root Barrier Installation – (per linear foot)

Per foot of root barrier installed	\$ 20.00
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General Labor Rates – (per man hour)

3-man crew with equipment	\$ 77.00
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Day Rate Service Crew - (per man hour)

Boom truck per nine (9) hour day to include a chip body, low decibel chipper, 1 Sr. Tree Trimmer, 1 Trimmer & 1 Groundperson	\$ 2,079.00
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Specialty Equipment Hourly Rate – (per hour)

Crane	\$ 195.00
95-foot aerial tower	\$ 150.00
Loader or Bobcat	\$ 50.00

Emergency Services – (per hour)

Emergency response services per man hour:	
During normal business hours (Mon-Fri 7am to 5 pm)	\$ 100.00
After hours, weekends &/or holidays	\$ 125.00

General Arborists Services – (per hour)

	<u>Unit Price in Figures</u>
Written Arborist Reports	\$ 150.00
Resitograph testing	\$ 150.00
Ground Penetrating Radar	\$ 450.00
Airspade Services	\$ 150.00
Fumigation Services	\$ 150.00
Fertilization Services	\$ 150.00
Level 1,2 and 3 Risk Assessments	\$ 150.00

Soil Testing / Soil enhancements	\$ 150.00
Citywide tree risk survey (Per Tree)	\$ 2.00
<u>GPS Tree Inventory – (per tree site)</u>	
Cost per tree site collected including vacant sites	\$ 3.00
<u>PLANT HEALTH CARE SERVICES</u>	
Tree Canopy Spraying from ground level per diameter inch	\$ 4.00
Tree Canopy Spraying from aerial tower per diameter inch	\$ 4.00
Description: Foliar hydraulic spraying of recommended material.)	
Insecticide or Fungicide Trunk Banding per diameter inch	\$ 5.00
Description: Trunk spray of recommended material.	
PGR Trunk Banding per diameter inch	\$ 4.00
Description: Trunk spray of recommended material to regulate plant growth.	
Insecticide or PGR Soil Application (Cambistat) per diameter inch	\$ 4.00
Description: Recommended insecticide soil injection or drench material to regulate plant growth.	
Insecticide or Fungicide Soil Application per diameter inch	\$ 4.00
Description: Soil applied drench of recommended material.	
Soil Injection Fertilization per diameter inch	\$ 5.00
Description: Soil applied injection of recommended material.	
Soil Drenching Fertilization per diameter inch	\$ 5.00
Description: Soil application of recommended material.	
Trunk Injection (Insecticide/Miticide) per diameter inch	\$ 5.00
Description: Trunk injected recommended material.	
Trunk Injection (Fungicide) per diameter inch	\$ 4.00
Description: Trunk injected recommended material.	
Trunk Injection (Insecticide & Fungicide Combo) per diameter inch	\$ 7.00
Description: Combination of one time trunk injection of two recommended materials.	
Avermectin Class Insecticide Injection per diameter inch	\$ 5.00
Description: Recommended trunk injection of Emamectin benzoate active ingredient.	

EXHIBIT B – SCOPE OF SERVICES URBAN FOREST MANAGEMENT

I. GENERAL INFORMATION

The purpose of this maintenance agreement is to provide the City with the best possible tree care to maintain the City's Urban Forest at a level expected by the City's residents, City Council, City staff, and visitors of the community. The contractor will work closely with the City staff to ensure the most appropriate care and maintenance of the City's Community Forest with sensitivity to the City, its residents and visitors.

The Contractor, at the City's direction, shall perform tree, and other woody plant maintenance, removal & occasional replacement services in accordance with the statement of work described herein and all applicable American National Standards Institute (ANSI) and International Society of Arboriculture (ISA) standards at various sites. The work performed on this contract as directed by City staff (including: watering, pruning, removal, plant health care and replacement of trees, GPS tree inventory collection and software usage and arborist consulting services) is routine, recurring and usual. The rates in the pricing schedule must be based on prevailing wage determination "Tree Maintenance Laborer". All work will require a submission of certified payroll records to the DIR.

City is solely and actively responsible for the selection of trees to be maintained and the designation of the type and timing of the work to be performed. Contractor agrees to indemnify, hold harmless and defend, City its officials, officers, employees, and agents from any and all liability or financial loss, including but not limited to, legal expenses, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury and arising solely from any wrongful or negligent acts or omissions of Contractor, including its officers, agents, employees, subcontractors, or any person employed by Contractor in the performance of this agreement.

II. REQUIRED QUALIFICATIONS

Contractor must hold a valid State California C-27 and a C-61/D49 Contractor's License for the term of the agreement. Additionally, this contract requires a valid California State Pest Control License.

Contractor shall have OSHA certification of aerial equipment to be used throughout the term of this project. Personnel must be qualified and trained in the tree maintenance industry. This will include the staffing of a manager who shall be an ISA Certified Arborist and fluent in the English language. At all times during contracted tree maintenance activities, the firm shall have work crews on site that are represented by an English speaking supervisor who can receive and carry out instructions given by proper authorities.

At the time of award, the contractor must have staff that includes ISA Certified Arborist on staff, ISA Certified Tree workers on staff, ISA Tree Risk Assessment Qualified Arborist on staff, DPR Licensed Pest Control Advisor and DPR Licensed Pest Control Applicators on staff, and Wildlife Awareness trained personnel on staff.

The contractor must have a Quality Control Plan with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor shall be required to comply with this quality control requirement throughout the term of the contract. Contractors shall have a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

III. CITY SPECIFICATIONS

It shall be understood that the Contractor will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. The Contractor may be required to perform the following tree maintenance activities at various sites throughout the City;

- | | |
|---------------------------|--------------------------------|
| 1. Tree pruning/removal | 12. Specialty equipment rental |
| 2. Tree planting | 13. Arborist |
| 3. Crew rental | services/inspection |
| 4. Emergency response | 14. Foliar and pesticide |
| 5. Line clearance pruning | treatments |
| 6. Clearance pruning | 15. Data entry |
| 7. Grid pruning program | 16. Additional work |
| 8. Tree watering | 17. Global Positioning System |
| 9. Small tree care | (GPS) Tree inventory |
| 10. Palm trunk skinning | 18. Online maintenance |
| 11. Root pruning | access* |

* Online maintenance is defined as Internet access to an Urban Forestry Management tool for GPS tree inventories that includes work order tracking, ability to send work requests including but not limited to maintenance recommendations, tree conditions, pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring.

A. ANNUAL PRUNING PROGRAM

At the direction of the City, the tree pruning will be addressed through designated street segments, grids, or prune routes to include all trees large and small. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards and City Maintenance Standards. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned upon request. Special projects that are difficult to access will require the need for specialty equipment (i.e., 95-foot tower). Service request pruning, or pruning to reduce and/or pruning to restore will fall under Crew Rental.

B. INSPECTION OF HAZARDOUS CONDITIONS

At the City's direction, trees shall receive routine maintenance and periodic inspections at the direction of the City administrator. The Contractor is to inspect, monitor or maintain trees unless given clear direction from the City administrator. Tree problems that are clearly visible during the maintenance activities, but not considered hazardous, will be reported to the City for direction and/or further evaluation. These hazards can be discovered through both routine pruning work or through other forms of inspection. The City may direct contractor to correct hazards in a timely manner. All work history should be recorded within cities tree inventory management program.

C. TREE INVENTORY

At the City's direction, the Contractor shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter, Condition, Height, recommended maintenance, overhead utilities and parkway size and type.

1. GPS Tree Inventory

The City of Chino Hills currently maintains the inventory in Arbor Access. The Contractor must use Arbor Access or equivalent program to manage the inventory.

City shall provide the most up-to-date GPS inventory data to Contractor upon award of contract. Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance and support and as an option, conversion of the existing database. Attributes to be collected by field personnel may include, but is not limited to:

- Tree Number
- City District/Grid/LLDs/Parks/R-Areas/Residential
- Street
- Location by Address
- Location by GIS
- Species by botanical name & common name
- Tree diameter
- Tree height
- Tree condition
- Tree dollar value
- Recommended Maintenance
- Existing overhead Utilities
- Parkway Size
- Parkway Type
- Sidewalk damage

2. Mobile Application

Tree inventory program must include a mobile application for field use. All data must reflect live data as it exists in the Tree inventory program. The functionality of the mobile application shall include the following minimum requirements.

- Mobile application must be compatible with Android systems.
- Mobile application must be usable for precision mobility view as user moves through canopied areas.
- Mobile application must include multiple layering feature including aerial imagery and street names.
- Mobile application must display tree icons based on precise GPS coordinates.
- Mobile application must be able to illustrate live work history records.
- Mobile application must allow a function that permits live data updates.
- Mobile application must be updated as new work records are modified.

3. Technical Support and Maintenance

The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of 7:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

IV. STANDARDS REQUIRED BY THE CITY

This service may consist of tree pruning, traffic clearance pruning, and palm pruning as specified. The following are standards that will be required by the City of Chino Hills:

A. WORK QUALITY

All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed and shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the current American National Standards, Z133, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute., Inc., 1430 Broadway, New York, New York 10018.

The City's administrator shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

B. TREE CARE STANDARDS

Prior to beginning the work, the Contractor shall review with the City administrator various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning shall include but not be limited to accepted pruning activities.

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M. in accordance with city ordinances.

All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

1. Grid Tree Pruning

At the direction of City staff, tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees regardless of size. Pruning will include structural pruning and crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. No more than 25% of the foliage is to be removed at a given time. Special projects that are difficult to access, require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

- (a) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- (b) Contractor shall notify the City forty-eight (48) hours in advance of scheduled pruning.
- (c) Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work.
- (d) Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an English speaking supervisor experienced in tree maintenance operations. The Contractor shall be responsible for advance notification to the City at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
- (e) Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Contractor must utilize Line Clearance Qualified Tree trimmers if working within 10ft of

high voltage power lines. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).

- (f) No hooks, gaffs, spurs or climbers will be used for while climbing trees other than for removals and inaccessible Palms when needed.
- (g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- (h) Topping shall not be done unless specifically requested by the City.
- (i) The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.
- (j) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.
- (k) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- (l) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- (m) Heading cuts and/or topping will not be allowed without city approval. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

2. Pruning for Clearance

As directed by city staff, tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, (9') for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City staff and conform to the following:

- a. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

3. Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms.

The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City administrator. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City Palm trees. Palm Skinning is an additional service to be billed to the City.

4. Aesthetic and/or Service Request Tree Pruning

As directed by City staff, trees that need service prior to their scheduled grid trim for aesthetic purposes shall be trimmed within two weeks of notification by the City to the Contractor. Pruning will include structural pruning, crown raising, crown cleaning and crown reduction in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fourteen (14) feet over the roadway and seven (9) feet over walkways. Trees shall also be

trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

The specific techniques employed shall be consistent with industry practice for the size and specific of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly as needed.

5. Tree Removals

After the City determines that a tree requires removal, the City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. The City Staff shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the City and shall be disposed of at the direction of city staff. No wood shall be left along public right-of-way unless approved by the City staff. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

In areas where stump are not accessible with stump grinding equipment, stumps shall be flush cut as low as possible and treated with a herbicide sufficient to penetrate the cambium layer and prevent regrowth. Any regrowth will be addressed by the contractor.

6. Tree Planting

Tree planting includes the tree, stakes, ties and complete installation and watering at time of installation as directed by City staff. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

- (a) Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- (b) The City shall be responsible for marking locations and the Contractor will notify Underground Service Alert (USA) prior to planting.
- (c) Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- (d) Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.
- (e) Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.

- (f) Trees that are planted in parkways shall have a 4"- 6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- (g) All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (⅓") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
- (h) Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
- (i) In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.
- (j) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- (k) All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the current ANSI Z60.1 Standards. Trees shall be free from pests, disease and structural defects.

7. Emergency Response

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number upon award of contract. Should the contact persons or phone numbers change during the course of the contract, those changes shall be submitted to the City immediately.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

8. **Line Clearance Pruning**
During the course of this contract the Contractor may be required to perform utility line clearance pruning as directed by City staff in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, Qualified Line Clearance tree trimmers, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project should be a Certified Utility Specialist and the persons completing the work shall be Line Clearance Qualified Tree workers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.
9. **Tree Watering**
Watering is performed by a one-man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger. Trees planted by the contractor will be watered, maintained and monitored for a minimum of 90 days after planting.
10. **Small Tree Care**
The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.
11. **Arborist Services**
On occasion, the City requires tree evaluations including written reports. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.
12. **Citywide Tree Risk Survey**
At the city's request the vendor will be required to provide an annual or bi-annual tree risk survey. This survey will be performed in limited visual

assessment method. The city will identify the location and / or selection criteria of the trees to be assessed. The trees assessed will be documented from a drive-by perspective. All trees discovered having obvious significant defects or other conditions of concern will be documented for follow-up action. This follow-up action can include a higher level of assessment or other mitigation efforts like tree removal or pruning at the cities direction.

13. Plant Health Care

At the direction of the city the vendor shall be required to provide plant health care services including but not limited to the following; spraying, injecting, soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected tree's appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by a Pest Control Advisor in accordance with the Department of Pesticide Regulations.

C. PESTICIDES

1. Usage and Reporting

- (a) Contractor shall submit Pesticide Usage Report(s) to City at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours and equipment.
- (b) Report(s) will provide all information needed, and in a format sufficient for all annual reporting, including Integrated Pest Management (IPM) and National Pollution Discharge Elimination System.
- (c) City IPM Policy encourages use of the least toxic pesticide required for effective control of a given pest.

2. Pests and Diseases

- (a) All trees known or suspected to be diseased/infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees.
- (b) For all trees with known or suspected Polyphagous Shot Hole Borer (PHSB), Fusarium, Gold Spotted Oak Borer (GSOB) or other high priority pests/pathogens as determined by the County. Contractor shall handle all debris in a manner consistent with

newest version of all appropriate Best Management Practices (BMP), which minimizes the chance of spreading infection or infestation.

- (c) Material and debris from trees with known or suspected disease/infestation shall be chipped to 1" or smaller and shall not be left on site or used as mulch off site.
- (d) No additional charges for disinfection or special handling shall be allowed.

3. Pesticide Treatment of Trees

- (a) Contractor shall have an "in-house" Qualified Applicator apply chemicals in accordance with the recommendations from the "in-house" Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations.
- (b) Applications will be made by drench, spray or injection as conditions warrant. The primary method of application shall be trunk or soil injection.
- (c) Pesticides used in the treatment of City Inventory must be pre-approved by the City prior to application.

D. TRAFFIC CONTROL

Contractor shall conform to all City Traffic Safety requirements and operating rules at all times while this contract is in effect in accordance with the American Traffic Safety Services Association (ATSSA).

Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use.

Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.

E. PUBLIC NOTICING OF STREET TREE PRUNING OPERATIONS

Contractor shall be required to notify residents and/or businesses of scheduled street tree pruning operations.

City approved "No Parking" signs shall be posted on individual street trees scheduled for pruning forty eight (48) hours prior to the work being performed.

F. CLEAN UP

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight. Contractor's equipment may be stored overnight, with advance approval, in the City yards; however the City will not be responsible for security of Contractor's equipment.

The City staff or other authorized representative, shall be the sole judge as to the adequacy of the clean-up.

G. DISPOSAL OF DEBRIS

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Green waste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

1. Green waste Recycling Report:
Green waste that is transported to an off site facility for grinding into mulch shall be documented and available to the City on a monthly basis.
2. Wood Chips:
 - (a) Chips generated from pruning operations within the City may first be dumped at a City designated site.
 - (b) At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.

H. INSPECTIONS

The City or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

I. INVOICE

Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

J. INSPECTIONS

The City or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

K. WITHHOLDING PAYMENT

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

1. Defective or inadequate work not corrected.
2. Claims filed, or reasonable evidence indicating probable filing of claims.

L. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. The City may modify these specifications with the joint approval of the Contractor and the City. All modifications shall be in writing and authorized by the appropriate signatory.
2. In the event that the City should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
3. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with the proposal.
4. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.



COUNCIL AGENDA STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS DATE: OCTOBER 8, 2019

FROM: CITY MANAGER ITEM NO: 17

SUBJECT: MAINTENANCE SERVICES AGREEMENT FOR CITYWIDE URBAN FOREST MANAGEMENT

RECOMMENDATION:

1. Adopt a resolution entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR 2019-20 INCREASING THE BUDGET IN VARIOUS FUNDS FOR CITYWIDE URBAN FOREST MANAGEMENT BY \$122,425.
2. Authorize the execution of a three-year agreement with two one-year renewal options with West Coast Arborists to provide Citywide Urban Forest Management in an annual not-to-exceed amount of \$652,700 and a five-year not-to-exceed amount of \$3,263,500.

BACKGROUND/ANALYSIS:

The City currently maintains over 42,000 trees through the contract services of West Coast Arborists, Inc. (WCA), Agreement A2014-049. This agreement was set to expire on June 30, 2019. On June 25, 2019, the City Council approved the execution of Amendment No. 7 to Agreement A2014-049 with WCA to continue their services through September 30, 2019, in the not-to-exceed amount of \$205,000.

Due to recent liability claims in neighboring cities, the California Joint Powers Insurance Authority (CJPIA) provided a comprehensive Request for Proposal (RFP) document for tree trimming services in order to reduce liability for its member agencies. Extending the WCA agreement by three months provided staff the opportunity to incorporate the CJPIA language, including increased liability insurance limits, into the City's Urban Forest Management RFP.

On August 20, 2019, staff distributed the RFP to several known tree service companies and also advertised on the City's website. As the current agreement is based on prices quoted in 2014, staff anticipated increased costs due to labor and insurance requirements over the past five years. Proposals were evaluated on the following criteria:

Approach to the work including task breakdown as related to the scope of the work	35%
Proposer's experience and technical competence, understanding of the project, and subject matter expertise on similar projects of equal complexity	25%
References and the proposer's willingness to agree to all terms of the Maintenance Services Agreement and available resources to perform the requested services	25%
Cost Factors	15%

The City received proposals from the following four reputable tree service companies:

- Great Scott Tree Services, Inc.
- Mariposa Landscape, Inc.
- Tree Pros, Inc.
- West Coast Arborists, Inc.

WCA ranked highest based upon the evaluation criteria set forth in the RFP as outlined above. As anticipated, the cost of services submitted from all proposers was significantly higher than the current rates. WCA pricing was consistent with other proposers. City staff met with WCA and negotiated a reduction in the hourly rates for services most frequently used by the City. This company is an industry leader in Southern California and has provided efficient, effective, and responsive tree maintenance services to the City of Chino Hills for over 20 years.

Staff is requesting a three-year agreement with the option of two one-year renewal options to commence October 9, 2019.

ENVIRONMENTAL (CEQA) REVIEW:

The proposed project is categorically exempt from the requirements of CEQA pursuant to Title 14 California Code of Regulations 15301 (h) as a Class 1 categorical exemption (Existing Landscape). This project involves maintenance of existing trees and is not anticipated to have any significant impacts with regards to traffic, noise, air quality, or water quality.

FISCAL IMPACT:

The proposed budget amendment will increase the expenditure budget in the General Fund by \$17,195 and \$105,230 in various other funds. The end result is a corresponding decrease in the projected ending fund balance of those funds by \$122,425 in total.

REVIEWED BY OTHERS:

This agenda item has been reviewed by the Finance Director.

Respectfully Submitted,

Recommended By:


Benjamin Montgomery
City Manager


Daniel Bobadilla
Director of Public Works/City Engineer

Attachments Budget Resolution
Exhibit No. 1 - Budget Amendment
WCA Agreement

RESOLUTION NO. 2019R-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR 2019-20 INCREASING THE BUDGET IN VARIOUS FUNDS FOR CITYWIDE URBAN FOREST MANAGEMENT BY \$122,425.

WHEREAS, the City Manager has presented to the City Council a proposed budget for Fiscal Year 2019-20; and

WHEREAS, the City Council of the City of Chino Hills conducted a public meeting on June 11, 2019, to consider the Fiscal Year 2019-20 budget document, and adopted a budget for the fiscal year commencing July 1, 2019, and ending July 30, 2020; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO HILLS DOES RESOLVE, DETERMINE, AND ORDERS AS FOLLOWS:

SECTION 1. Budget Amendment No. 20B016 is hereby approved as reflected on Exhibit No. 1, attached hereto.

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

PASSED, APPROVED, AND ADOPTED this 8th day of October, 2019.

CYNTHIA MORAN, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) §
CITY OF CHINO HILLS)

I, Cheryl Balz, City Clerk of the City of Chino Hills, DO HEREBY CERTIFY that the foregoing Resolution No. 2019R- was duly adopted at a regular meeting of the City Council of the City of Chino Hills held on the 8th day of October, 2019, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Chino Hills, California, this 8th day of October, 2019.

CHERYL BALZ, CITY CLERK



CITY OF CHINO HILLS
BUDGET AMENDMENT

BA # 20B016

Date: 10/8/2019 Fiscal Year: 2019-20
Requested by: Mary Grunder Amount: \$ 122,425.00
Dept/Div: Public Works Description: To fund West Coast Arborists
Contract

EXPENDITURES

GL String/Project String	Account Description	Current Budget	Proposed Amendment	Amended Budget
1000-60-60-630-000000-630100-	Gen Fund Facilities - Tree Maintenance	\$ 6,000.00	\$ 1,290.00	\$ 7,290.00
1000-50-60-640-000000-630100-	Gen Fund P&L - Tree Maintenance	74,000.00	15,905.00	89,905.00
2110-50-60-670-000000-630100-	Gas Tax - Tree Maintenance	75,000.00	16,120.00	91,120.00
2230-50-60-640-000000-630100-	Parks Maint - Tree Maintenance	22,000.00	4,728.00	26,728.00
2251-50-60-640-000000-630100-	Rolling Ridge - Tree Maintenance	44,000.00	9,457.00	53,457.00
2252-50-60-640-000000-630100-	L&L 1-H Los Ranchos - Tree Maint	289,100.00	62,137.00	351,237.00
2254-50-60-640-000000-630100-	L&L 1-B The Oaks - Tree Maintenance	7,200.00	1,547.00	8,747.00
2259-50-60-640-000000-630100-	L&L 1-M Rincon - Tree Maintenance	32,000.00	6,878.00	38,878.00
2270-50-60-640-000000-630100-	L&L Vellano - Tree Maintenance	12,600.00	2,708.00	15,308.00
2240-50-60-640-000000-630100-	L&L Los Ranchos Arterial - Tree Maint	3,800.00	817.00	4,617.00
2242-50-60-640-000000-630100-	L&L Carbon Canyon Arterial - Tree Maint	1,000.00	215.00	1,215.00
2280-50-60-640-000000-630100-	Vila Borba - Tree Maintenance	2,900.00	623.00	3,523.00

REVENUES

GL String/Project String	Account Description	Current Budget	Proposed Amendment	Amended Budget
				\$ -
				-
				-
				-
				-
				-

REASON/JUSTIFICATION

To increase appropriations totaling \$122,425 in Public Works Department Tree Maintenance accounts for the Citywide Urban Forest Management agreement with West Coast Arborists, Inc.

Exhibit "B"
Schedule of Compensation

EXHIBIT "B"

SCHEDULE OF COMPENSATION

In conformity with the terms and conditions of the Contract, **West Coast Arborists, Inc.** hereby proposes to the **City of Montebello** the following Schedule of Compensation:

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
Routine Annual Tree Trimming on Grid Basis ¹	per tree	\$ 69.00
<u>AESTHETIC OR SERVICE REQUEST PRUNING</u>		
0 – 6" DSH	per tree	\$ 69.00
7" – 12" DSH	per tree	\$100.00
13" – 18" DSH	per tree	\$ 150.00
19" – 24" DSH	per tree	\$ 200.00
25" – 30" DSH	per tree	\$ 275.00
30" DSH & over	per tree	\$ 350.00
Ficus Pruning	per tree	\$ 320.00
Crown Reduction / Restoration Pruning	per tree	\$ 362.00
<u>PALM TREE TRIMMING</u>		
Coco Palm, any size	per tree	\$ 69.00
Washingtonia Palm, any size	per tree	\$ 69.00
Date Palm, any size	per tree	\$ 195.00
Palm Skinning	LF	\$ 14.50
<u>TREE REMOVAL</u>		
Tree and Stump Removal 0 – 24" DSH	Inch	\$ 24.80
Tree and Stump Removal 25" DSH & over	Inch	\$ 36.00
Stump Only Removal	Inch	\$ 15.00
<u>TREE PLANTING</u>		

¹ Grid trimming will be on a 5-year cycle

15 Gallon Tree	Each	\$ 130.00
24" Box Tree	Each	\$ 243.00
36" Box Tree	Each	\$ 750.00
Tree Watering	per day	\$ 520.00
GPS Tree Inventory	per tree	\$ 1.00
Crew Rental (per man)	per hour	\$ 77.00
Specialty Equipment Rental	per hour	\$ 115.00
Emergency Response (evening, weekend, holiday)	per hour	\$ 100.00

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, P.E., City Manager

BY: Brad Keller, Chief of Police
James Enriquez, Director of Public Works
Joseph Palombi, Director of Community Development
Michael Solorza, Director of Finance

SUBJECT: **Authorize the Purchase of Essential Police, Community Development and Public Works Department Vehicles and Associated Equipment, Conversion Costs and City Decals and Amend the Fiscal Year 2020-21 Budget to Increase Appropriations**

DATE: October 14, 2020

RECOMMENDATION:

It is recommended that the City Council:

- 1) Authorize the City Manager to direct the procurement of essential Police, Community Development (Code Enforcement) and Public Works Department vehicles and associated equipment and labor costs; and,
- 2) Amend the Fiscal Year 2020-21 budget by increasing appropriations in the General Fund (Account Nos. 100-30-300-6082, \$360,000, 100-80-815-6082, \$358,100), Asset Forfeiture Fund (Account No. 230-99-6082, \$251,000) and AQMD Air Quality Management District (AQMD) Fund (Account No. 245-99-6082, \$356,000); and,
- 3) Take such additional, related action that may be appropriate.

BACKGROUND

The City of Montebello has an extensive fleet of rolling stock, across all departments. There is an urgent need to replace vehicles in the Police, Community Development and Public Works Departments due to the increased maintenance cost of older vehicles and the need for newer vehicles with current technology and safety features. The City's fleet (non-Transit) has suffered from the lack of a comprehensive replacement

Authorize the Purchase of Essential Police, Community Development and Public Works Department Vehicles and Associated Equipment, Conversion Costs and City Decals and Amend the Fiscal Year 2020-21 Budget to Increase Appropriations

Page 2 of 7

schedule. In order to replace vehicles that no longer meet current needs, a major purchase of Police, Community Development (Code Enforcement) and Public Works vehicles is needed at this point in order to best provide services to the community of Montebello.

During development of the Fiscal Year 2020-21 budget, there were discussions among Departments about vehicle upgrades and replacements, what was needed, the urgency of the need, and approximate cost. A complete analysis of the needs and cost was not completed in time to be included in the adopted budget. The Police, Community Development and Public Works Departments have completed this analysis and are requesting vehicles based on priority – replacing the oldest and most needed vehicles first.

The City Council is being asked to amend the adopted FY 2020-21 budget by increasing appropriations in three different funding sources: General Fund, Asset Forfeiture Fund and AQMD Fund.

- General Fund: \$718,100 (Police and Public Works)
- Asset Forfeiture: \$251,000 (Police)
- AQMD: \$356,000 (Police and Community Development)
- TOTAL FROM ALL FUNDING SOURCES: \$1,325,100

The Asset Forfeiture fund has been used for various Police Department needs, vehicles being one of the most frequent uses. The AQMD Fund can only be utilized to purchase or lease low emission vehicles. Police and Community Development (Code Enforcement) have a need for vehicles that will qualify for AQMD fund usage. Finally, the General Fund will provide the bulk of funding for purchasing and outfitting vehicles. The General Fund has sufficient reserves for this use.

The procurement of the vehicles will be done through a cooperative purchasing agreement, using Sourcewell (formerly NJPA). Sourcewell is a public cooperative comprised of more than 50,000 member agencies throughout the United States. Sourcewell is a municipal contracting agency that operates as a public entity under legislative authority through Minnesota Statue 123A.21.

Sourcewell's primary purpose is to create a national cooperative of contract purchasing opportunities for products and services on behalf of participating agencies. Cooperative contract purchasing opportunities save participating agencies time and money in procuring needed equipment and technology. Thru this process prices are established and are thereby the price per unit that the City will purchase.

Authorize the Purchase of Essential Police, Community Development and Public Works Department Vehicles and Associated Equipment, Conversion Costs and City Decals and Amend the Fiscal Year 2020-21 Budget to Increase Appropriations

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The City of Montebello has a membership with Sourcewell as a government agency – member number 157974. There is no fee for the City to participate in the program. The City's Municipal Code permits the use of cooperative agreements as set forth in, Chapter 3.20.125 A, which reads:

“The purchasing officer may arrange for the city and enter into purchase contracts with a vendor(s) for the purchase of supplies, equipment, services, *including but not limited to materials, vehicles and apparatus*, the pricing and terms of which have been previously established by another local, county, state, federal or other public entity, school district, League of California Cities, California Communities Program, or other nonprofit association or group consisting of governmental entities...”

ANALYSIS

A total of twenty-four (24) vehicles will be purchased and outfitted as necessary based on their use. Fourteen (14) vehicles will be for Police Department use – patrol, investigations, K-9 unit and police cadets – five (5) vehicles for Public Works, and four (4) for Code Enforcement.

Police

Approximately one-third of the police fleet consists of vehicles having a model year of 2014 or older. Most public agencies utilize a replacement rotation for patrol vehicles – those used 24 hours per day, seven days per week under stressful conditions – of every three years. The existing vehicles are becoming expensive to maintain and some are no longer suitable for police operations given their lack of dependability. The current K-9 vehicles require constant mechanical and air conditioning repairs. A lack of dependable air conditioning places the K-9 officer (i.e., the dog) at risk, as the K-9's are housed in the vehicle for the majority of their twelve hour shift.

The Investigations Unit conducts a great deal of surveillance activities that require dependable vehicles. The detectives are on call 24 hours a day and require the use of a take home vehicle, which allows them to respond at a moment's notice. Due to the nature of their assignment, Detectives are also tasked with locating and apprehending violent offenders in our community or those that have fled to avoid capture for crimes committed in the City of Montebello. The average mileage for an Investigations Unit vehicle is 102,000. Vehicles with this amount of mileage require constant and costly repairs, rendering them out of service and unavailable to the Detectives.

Authorize the Purchase of Essential Police, Community Development and Public Works Department Vehicles and Associated Equipment, Conversion Costs and City Decals and Amend the Fiscal Year 2020-21 Budget to Increase Appropriations

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The fourteen vehicles being replaced are:

- Four (4) vehicles in the investigations unit: two vehicles that have been deemed unusable (and not in use) and two vehicles with excessive miles.
- Five (5) vehicles in the patrol fleet (two K-9 vehicles and three patrol cars): the driving demands of patrol operations place a heavy burden on the components of patrol vehicles, which must be capable of sustained driving, emergency responses and pursuit driving. The purchase of these vehicles will not increase the size of the Police Department fleet, as no additional vehicles will be added, just surplus and replaced.
- Five (5) vehicles for use by Police Cadets: use of AQMD funds requires the purchase of low-emission vehicles, hence the City will be buying electric Ford Escapes.

Police Department's requested vehicles are:

Vehicle Description/Quantity	Per Unit Cost	Outfitting Costs	Total
2020 Ford Interceptor-Patrol Unit (3)	\$ 37,579	\$ 54,000	\$ 166,737
2020 Chevy Tahoe-K-9 Unit (2)	\$ 42,507	\$ 77,000	\$ 162,014
2020 Chevy Traverse	\$ 32,582	\$ 6,000	\$ 38,582
2020 Chevy Silverado	\$ 39,846	\$ 6,000	\$ 45,846
2020 Honda Pilot	\$ 37,215	\$ 6,000	\$ 43,215
2020 Honda Accord	\$ 26,842	\$ 6,000	\$ 32,842
2020 Ford Escape Electric (5)	\$ 35,583	\$ 60,000	\$ 237,915
	\$ 512,151	\$ 215,000	\$ 727,151

The "Per Unit Cost" is the estimated cost of just the vehicle, the "Outfitting Costs" is the estimated cost for various equipment, technology, graphics, emergency lights, etc. necessary for each type of vehicle, as well as labor charges for the third party vendor to install the equipment.

Community Development (Code Enforcement)

The City currently does not have enough vehicles for all of its Code Enforcement Division employees. This Division must "borrow" general pool cars in order to conduct routine patrol and carry out their daily duties. In addition, the vehicles in use are older and have very high mileage, requiring extensive and expense repairs.

Authorize the Purchase of Essential Police, Community Development and Public Works Department Vehicles and Associated Equipment, Conversion Costs and City Decals and Amend the Fiscal Year 2020-21 Budget to Increase Appropriations

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The five (5) vehicles that would be assigned to Code Enforcement would be 2020 Ford Escape Electric vehicles. These would be the same as those assigned to the Police Cadets. Given the fact they are electric, AQMD funds will be utilized, minimizing the impact on the General Fund.

Community Development's requested vehicles are:

Vehicle Description/Quantity	Per Unit Cost	Outfitting Costs	Total
2020 Ford Escape Electric (5)	\$ 35,583	\$ 60,000	\$ 237,915
	\$ 177,915	\$ 60,000	\$ 237,915

The estimated cost of the cars would be \$178,000 (\$35,583 x 5) plus an additional \$60,000 to properly outfit all five vehicles (decals, communication equipment, etc.), for a total cost of \$238,000.

Public Works

Similar to Police and Code Enforcement, Public Works has an aging fleet that has been neglected for many years. With a renewed commitment to street, landscape and infrastructure maintenance throughout the City, it is necessary to replace five (5) vehicles.

Public Works' requested vehicles are:

Vehicle Description/Quantity	Per Unit Cost	Outfitting Costs	Total
2020 Dump Truck, Chevy 3500 or Ford F350 (2)	\$ 75,000		\$ 150,000
2020 Long Bed Lift Gate, Chevy 3500 or Ford F350 (1)	\$ 50,000		\$ 50,000
2020 Small Pickup Truck, Chevy S-10 or Ford Ranger (1)	\$ 30,000		\$ 30,000
2020 Bucket Truck (1)	\$ 130,000		\$ 130,000
	\$ 360,000	\$ -	\$ 360,000

The total cost of these five vehicles would be approximately \$360,000. These vehicles would be purchased utilizing General Fund reserves.

FISCAL IMPACTS

The total estimated cost to purchase and properly outfit and equip the twenty-four vehicles described in this report would be \$1,325,100. There will be a mix of funding sources utilized: General Fund, Asset Forfeiture and AQMD. The majority of the purchase and equipment cost will be from the General Fund, utilizing available reserves.

Authorize the Purchase of Essential Police, Community Development and Public Works Department Vehicles and Associated Equipment, Conversion Costs and City Decals and Amend the Fiscal Year 2020-21 Budget to Increase Appropriations

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As part of recent efforts to improve internal controls and abide by proper accounting rules, research done by the Finance Department discovered more than \$1.0 million in fund balance recorded in various “Trust and Agency Accounts” (i.e., not the General Fund). The majority of this amount was recorded in an “Unclaimed Cash” account. These funds have been seized by the Police Department over the years as part of drug related criminal cases. These are separate from the Asset Forfeiture funds the City receives through participation in multi-jurisdictional task forces. The unclaimed seized cash becomes property of the City after thirty days.

Much of this revenue is from prior fiscal years, and has accumulated in the Trust and Agency Fund (Fund 500). There are other smaller amounts in Fund 500 that should be more properly recorded in the General Fund. Sweeping these funds into the General Fund will boost existing reserves, allowing for these proposed vehicle purchases to be made with little net impact to fund balance.

The Asset Forfeiture Fund has traditionally been used to provide for Police Department vehicle purchases (among other allowed uses). There is sufficient fund balance (Fund 230) to provide for \$251,000 towards the purchase of the Department’s fourteen vehicles.

The AQMD Fund has traditionally been under-utilized by the City. The use of these funds is restricted to low or zero emission vehicle purchases. The City has purchased and/or leased some hybrid, electric and other low emission vehicles for its fleet. There is sufficient fund balance to purchase the ten electric Ford Escapes for Code Enforcement and Police Cadet use.

The City Council is being asked to approve the purchase of twenty-four (24) vehicles and amend the Fiscal Year 2020-21 adopted budget by increasing appropriations in the follow accounts and in the listed amounts:

- General Fund, Account No. 100-80-815-6082, Vehicle Purchases: \$358,100
- General Fund, Account No. 100-30-300-6082, Vehicle Purchases: \$360,000
- Asset Forfeiture, Account No. 230-99-847-6082, Vehicle Purchases: \$251,000
- AQMD, Account No. 245-99-6082, Vehicle Purchases: \$356,000
- Total: \$1,325,100

SUMMARY

It is recommended that the City Council authorize the City Manager to proceed with the procurement of essential Police, Community Development (Code Enforcement) and Public Works Department vehicles and associated equipment and labor costs and amend the Fiscal Year 2020-21 budget by increasing appropriations in the General

Authorize the Purchase of Essential Police, Community Development and Public Works Department Vehicles and Associated Equipment, Conversion Costs and City Decals and Amend the Fiscal Year 2020-21 Budget to Increase Appropriations

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Fund (Account Nos. 100-30-300-6082, \$360,000, 100-80-815-6082, \$358,100), Asset Forfeiture Fund (Account No. 230-99-6082, \$251,000) and AQMD Fund (Account No. 245-99-6082, \$356,000) and to execute all documents, agreements or other forms necessary to effectuate this procurement.

ATTACHMENT(S):

A. Police Vehicle Quotes

jay mccarthey
CHEVROLET OF MONTEBELLO

ATTENTION ALL USERS: When using Order Workbench (OWB), please DO NOT disable pop-up windows functionality. OWB uses pop-up windows to display business critical alerts, confirmations and warning messages while in transactions. For assistance, contact the OWB Help Desk at 1-888-337-1010

jvm009 Logout

Main > Order Vehicles > Configure a New Vehicle: Choose Options

PLAN & FORECAST ORDER VEHICLES MANAGE INVENTORY LOCATE VEHICLES DELIVER VEHICLES REPORTS & TOOLS

Configure a New Vehicle: Choose Options

Choose Model	Choose Options	Customer/Other Info	View Summary	MY CONFIGURATION
Choose the options that are available for the selected PEG, and then click "Next: Configuration Summary". Click "Cancel" to cancel the entire configuration. You can see what changes you have made to the original PEG by expanding the "Options Added and Removed" section and view the "As Configured" pricing in the "My Configuration" box.				2021 CHEVROLET TRUCK TAHOE - CC10706 - Tahoe: 2WD
Options Added and Removed * indicates a required field				PEG: 1FL Distrib. Entity: FLT Fleet Order Type: FBC-Fleet Political Subdivision
Select Vehicle Options View Weekly Constraints Report (Retail)				RELATED LINKS View List of All Options and Their Detailed Descriptions US On-Line Order Reference Guide
Expand / Collapse All Options				
Select	Option Code	Description	MSRP	None
Primary Color* [GAZ]				
☐	G1W	Iridescent Pearl Tricoat	\$995.00	
☐	G9K	Satin Steel Metallic	\$0.00	
☒	GAZ	Summit White	\$0.00	
☐	GBA	Black	\$0.00	
☐	GJI	Shadow Gray Metallic	\$0.00	
☐	GJW	Empire Beige Metallic	\$0.00	
☐	GLU	Midnight Blue Metallic	\$0.00	
☐	GS6	Graywood Metallic	\$0.00	
☐	GSK	Cherry Red Tintcoat	\$495.00	
Trim*				
☐	H0U	Jet Black, Premium cloth seat trim	\$0.00	
☐	H0Y	Jet Black, Leather seating surfaces 1st and 2nd row	\$0.00	
☐	H1T	Jet Black, cloth seat trim	\$0.00	
☐	H1Y	Jet Black, Perforated leather seating surfaces 1st and 2nd row	\$0.00	
☐	HAV	Jet Black/Maple Sugar, Perforated leather seating surfaces 1st and 2nd row	\$0.00	
☐	HMR	Jet Black, Perforated leather seating surfaces 1st and 2nd row	\$0.00	
☐	HV5	Gideon/Very Dark Atmosphere, Premium cloth seat trim	\$0.00	
☐	HVA	Jet Black/Victory Red, Perforated leather seating surfaces 1st and 2nd row	\$0.00	
☐	HVB	Jet Black/Mocha, Perforated leather seating surfaces 1st and 2nd row	\$0.00	
☐	HVC	Gideon/Very Dark Atmosphere, Leather seating surfaces 1st and 2nd row	\$0.00	
GVWR [C5Z]				
☒	C5Z	GVWR, 7200 lbs. (3265 kg)	\$0.00	
☐	C6C	GVWR, 7400 lbs. (3357 kg)	\$0.00	
☐	C6H	GVWR, 7500 lbs. (3402 kg)	\$0.00	
Engine* [L84]				
☒	L84	Engine, 5.3L EcoTec3 V8	\$0.00	
☐	L87	Engine, 6.2L EcoTec3 V8	\$0.00	
☐	LM2	Engine, Duramax 3.0L Turbo-Diesel I6	\$895.00	
Transmission* [MQC]				
☒	MQC	Transmission, 10-speed automatic	\$0.00	
Emissions [YF5]				
☐	FE9	Emissions, Federal requirements	\$0.00	
☐	NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00	
☒	YF5	Emissions, California state requirements	\$0.00	

☒ Rear Axle [GU6]		
☒ GU5	Rear axle, 3.23 ratio	\$0.00
☒ Tires [XCS]		
☐ QDF	Tires, 265/65R18SL all-season, blackwall	\$0.00
☐ XCG	Tires, 275/50R22SL all-season, blackwall	\$0.00
☐ XCI	Tires, 275/65R20SL all-season, blackwall	\$0.00
☐ XCM	Tires, 265/65R18SL all-season, blackwall	\$0.00
☒ XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	\$0.00
☒ Wheels [PXT]		
☒ PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	\$0.00
☐ PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum	\$0.00
☐ RBR	Wheel, 22" x 9.0", Steel, Interim	\$0.00
☐ RD2	Wheels, 20" x 9" (50.8 cm x 22.9 cm) polished aluminum	\$0.00
☐ RD4	Wheels, 20" x 9" (50.8 cm x 22.9 cm) painted aluminum with machine face and Argent Metallic pockets	WVA
☐ RPT	Wheels, 22" x 9" (55.9 cm x 22.9 cm) Sterling Silver premium painted	\$0.00
☐ RVA	Wheels, 22" x 9" (55.9 cm x 22.9 cm) polished aluminum	WVA
☐ SGF	Wheels, 22" x 9" (55.9 cm x 22.9 cm) bright machined High-Gloss Black painted	\$0.00
☒ Radio [IOR]		
☒ IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen	\$0.00
☐ IOS	Audio system, Chevrolet Infotainment 3 Plus system, 10.2" diagonal HD color touchscreen	\$0.00
☐ IOT	Audio system, Chevrolet Infotainment 3 Premium system with connected Navigation, 10.2" diagonal HD color touchscreen	\$0.00
☒ Seats* [AZ3]		
☐ A50	Seats, front bucket	\$350.00
☒ AZ3	Seats, front 40/20/40 split-bench	\$0.00
☒ Ship-Through Codes [VPV]		
☐ TSB	Ship-thru, Multiple, Kerr to Defender Supply for Upfit	\$0.00
☐ VIE	Ship Thru, Produced in Arlington Assembly and shipped to Empire Emergency Apparatus, Niagara Falls, NY	\$0.00
☒ VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly	\$0.00
☒ Additional Options		
FLEET MANAGEMENT COMPANIES		
☐ R6A	ARI	\$0.00
☐ R6R	Donlen Corp	\$0.00
☐ R6T	Emkay	\$0.00
☐ R6U	GE	\$0.00
☐ R7A	Enterprise Fleet	\$0.00
☐ R7G	LeasePlan	\$0.00
☐ R7H	Mike Albert	\$0.00
☐ R7W	PHH	\$0.00
☐ R8N	Wheels	\$0.00
LPO WHEELS		
☐ SES	LPO, 22" (55.9 cm) Multi-spoke Bright polished wheels	\$2,995.00
☐ SEV	LPO, 22" (55.9 cm) 6-spoke Low Gloss Black Wheels	\$2,995.00
☐ SEW	LPO, 22" (55.9 cm) 6-spoke Midnight Silver machine-faced aluminum wheels	\$2,995.00
☐ SEZ	LPO, 22" (55.9 cm) Carbon Flash Metallic wheels	\$2,995.00
☐ SF0	LPO, 22" (55.9 cm) Bright Chrome wheels	WVA
☐ SF1	LPO, 22" (55.9 cm) Bright Chrome wheels	\$2,995.00
☐ SF2	LPO, 22" (55.9 cm) Multi-split spoke Chrome wheels	\$2,995.00
☐ SGM	LPO, 22" (55.9 cm) Multi-spoke Gloss Black wheels	\$2,995.00
☐ SHD	LPO, 22" (55.9 cm) Black Gloss wheels with Chrome inserts	\$2,995.00
MIRROR O/S		
☒ DLF	Mirrors, outside heated power-adjustable, manual-folding, body-color	\$0.00
☐ DXR	Mirrors, outside heated power-adjustable, power-folding, driver-side auto-dimming	\$0.00
OnStar		

☐	R8P	OnStar 33 Addl Mnths Safe / Secure / Remote Access	W/A
SEAT RR			
☒	AT6	Seats, second row 60/40 split-folding bench, manual	\$0.00
☐	ATN	Seats, second row bucket, power release	W/A
☐	ATT	Seats, second row 60/40 split-folding bench, power release	\$0.00
☐	ATV	Seats, second row bucket, manual	\$795.00
☐	ATZ	Seat delete, second row	-\$520.00
SEAT THIRD ROW			
☐	ARN	Seats, third row 60/40 split-folding bench, manual	\$0.00
☐	AS8	Seats, third row 60/40 split-bench, power folding	\$0.00
☒	ATD	Seat delete, third row passenger	\$0.00
STEPS, RUNNINGBOARD			
☐	B3L	Assist steps, power-retractable	W/A
☒	BVE	Assist steps, Black with chrome accent strip	\$0.00
Other			
☒	9C1	Identifier for Police Package Vehicle	-\$4,300.00
☒	A2X	Power Seat Adjuster (Driver's Side)	\$0.00
☐	A45	Memory settings, recalls 2 "driver" presets for power driver seat, outside rearview mirrors and power and tilt and telescopic steering column	\$0.00
☐	AKP	Glass, solar absorbing, non tinted	-\$295.00
☒	AMF	Remote Keyless Entry Package	\$75.00
☒	ATH	Keyless Open	\$0.00
☒	AU7	Key, common, fleet	\$25.00
☒	AY0	Airbags, Frontal airbags for driver and front outboard passenger;	\$0.00
☐	B30	Floor covering, color-keyed carpeting	\$195.00
☐	B58	Floor mats, color-keyed carpeted first and second row, removable	W/A
☒	BG9	Floor covering, Black rubberized vinyl	\$0.00
☐	BTU	Remote start	\$300.00
☐	C3U	Sunroof, power Panoramic, dust-pane, tilt-sliding	W/A
☐	CAV	LPO, All-weather cargo mat	\$160.00
☒	CJ2	Air conditioning, tri-zone automatic climate control	\$0.00
☐	CWA	Rear Camera Mirror Washer	\$0.00
☐	D07	Console, floor	\$0.00
☐	DCH	Console, floor, power-sliding center	\$350.00
☐	DD8	Mirror, inside rearview auto-dimming	\$0.00
☐	DRZ	Rear Camera Mirror, inside rearview auto-dimming	\$475.00
☐	F47	Suspension Package, Air Ride Adaptive	W/A
☐	JL1	Trailer brake controller, integrated	\$0.00
☐	K05	Engine block heater	\$0.00
☒	K34	Cruise control, electronic with set and resume speed	\$0.00
☐	KA1	Seats, heated driver and front passenger	\$0.00
☐	KA6	Seats, heated second row outboard seats	\$0.00
☒	KC4	Cooling, external engine oil cooler, heavy-duty air-to-oil	\$0.00
☐	KI3	Steering wheel, heated, automatic	\$0.00
☒	KI4	Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area	\$0.00
☒	KNP	Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil	\$0.00
☐	KQV	Seats, heated and ventilated driver and front passenger	\$0.00
☐	KSG	Adaptive Cruise Control	W/A
☐	KW5	Alternator, 220 amps	\$0.00
☐	KX4	Alternator, 220 amps	\$0.00
☒	N37	Steering column, manual tilt and telescopic	\$0.00
☐	N38	Steering column, power tilt and telescopic	\$0.00
☐	NB8	Emissions override, California	\$0.00
☐	NB9	Emissions override, state-specific	\$0.00
☐	NC7	Emissions override, Federal	\$0.00

☐	NHT	Max Trailing Package	\$250.00
☐	NP5	Steering wheel, leather-wrapped	\$0.00
☐	P0J	OnStar Additional 21 months of OnStar Fleet Safety and Security.	\$0.00
☐	P0K	OnStar Additional 33 months of OnStar Fleet Safety and Security.	\$0.00
☐	P0L	OnStar Additional 45 months of OnStar Fleet Safety and Security.	\$0.00
☐	P0M	OnStar Additional 21 months of OnStar Fleet Remote Access.	\$0.00
☐	P0N	OnStar Additional 33 months of OnStar Fleet Remote Access.	\$0.00
☐	P0O	OnStar Additional 45 months of OnStar Fleet Remote Access.	\$0.00
☐	P0V	OnStar Vehicle Insights - 1 year of Service	\$0.00
☐	P0W	OnStar Vehicle Insights - 2 years of Service	\$0.00
☐	P0X	OnStar Vehicle Insights - 3 years of Service	\$0.00
☐	P0Y	OnStar Vehicle Insights - 4 years of Service	\$0.00
☐	P0Z	OnStar Vehicle Insights - 5 years of Service	\$0.00
☐	P1R	OnStar Additional 9 months of OnStar Assurance for Tier3 Fleets.	\$0.00
☐	P1S	OnStar Additional 21 months of OnStar Assurance for Tier3 Fleets.	\$0.00
☐	P1T	OnStar Additional 33 months of OnStar Assurance for Tier3 Fleets.	\$0.00
☐	P1U	OnStar Additional 45 months of OnStar Assurance for Tier3 Fleets.	\$0.00
☐	PCI	LT Signature Package	W/A
☐	PCU	Premium Package	W/A
☐	PDA	Texas Edition	W/A
☐	PDM	High Country Deluxe	W/A
☐	PDT	Technology Package	\$3,355.00
☐	PEA	TI Processing Option	W/A
☐	PQA	1FL Safety Package	\$395.00
☐	PR6	SiriusXM Radio Additional 9 months of the SiriusXM All Access Package.	\$0.00
☐	PR7	SiriusXM Radio Additional 21 months of the SiriusXM All Access Package.	\$0.00
☐	PR8	SiriusXM Radio Additional 33 months of the SiriusXM All Access Package.	\$0.00
☐	PTT	Trailer Tire Pressure Monitor Sensors	\$50.00
☐	PZ8	Hitch Guidance with Hitch View	\$0.00
☐	R6I	Buildable Order Confirmation	\$0.00
☐	R6J	Ship Thru Code Acknowledgement	\$0.00
☐	R6L	Override for GAM orders	W/A
☐	R6P	Fleet Customer	\$0.00
☒	R6Q	Processing Option	\$0.00
☐	R6Y	Option Package Discount, not desired	\$0.00
☐	R7Z	OnStar Additional 57 months of OnStar Assurance for Tier3 Fleets.	\$0.00
☐	R88	LPO, Black Illuminated front bowtie emblem	W/A
☐	R8I	Buildable Order Confirmation	\$0.00
☐	R8U	Merchants FMC	\$0.00
☐	R9Q	Processing Option	\$0.00
☐	R9Y	Fleet Free Maintenance Credit.	-\$33.75
☒	RC1	Skid plate, front	\$0.00
☐	RGH	LPO, Interior Protection Package	\$350.00
☐	RIA	LPO, All-weather floor liners, 1st and 2nd rows	\$200.00
☐	RIB	LPO, All-weather floor liners, 1st, 2nd and 3rd rows	\$295.00
☐	RIK	LPO, Black nameplates	W/A
☒	RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	\$0.00
☐	RWU	LPO, Cargo area organizer, collapsible	\$145.00
☐	S08	LPO, Highway Safety Kit, includes bowtie logo on case	\$95.00
☐	S10	LPO, Center console lockable storage box	\$195.00
☐	S3I	LPO, Illuminated mirror Chevrolet emblem	\$135.00
☐	SFE	LPO, Wheel locks, set of 4	W/A
☐	SFJ	LPO, Reflective Window Shade	\$135.00
☐	SFZ	LPO, Black bowtie emblems, front and rear	\$250.00

☒	TB4	Liftgate, rear manual	\$0.00
☐	TC2	Liftgate, rear power programmable, hands-free	\$0.00
☐	TDD	Ship Thru, Multiple handling charge, Produced in Arlington Assembly and shipped to Kerr Industries and onto CAP Fleet for upfit, for shipping to final destination	\$0.00
☐	TQ5	IntelliBeam, automatic high beam on/off	\$0.00
☐	TUF	Badging, Texas Edition	\$0.00
☐	U1D	Advanced Trailering System	\$0.00
☒	U2J	SiriusXM Radio delete	\$0.00
☐	U2K	SiriusXM Radio with 360L	\$0.00
☐	U2L	Radio, HD	\$0.00
☐	UD5	Front and Rear Park Assist	\$0.00
☒	UD7	Rear Park Assist	\$0.00
☐	UDA	OnStar deactivated (does not delete Bluetooth)	-\$85.00
☒	UDD	Driver Information Center, 4.2" diagonal color display	\$0.00
☒	UE1	OnStar and Chevrolet connected services capable	\$0.00
☐	UE4	Following Distance Indicator	\$0.00
☐	UEU	Forward Collision Alert	\$0.00
☐	UFG	Rear Cross Traffic Alert	\$0.00
☐	UGN	Enhanced Automatic Emergency Braking	\$0.00
☐	UHX	Lane Keep Assist	\$0.00
☐	UHY	Automatic Emergency Braking	\$0.00
☒	UK3	Steering wheel controls, mounted audio,	\$0.00
☐	UKC	Lane Change Alert with Side Blind Zone Alert	\$0.00
☐	UKJ	Front Pedestrian Braking	\$0.00
☐	UKK	Rear Pedestrian Alert	\$0.00
☐	UKV	Trailer Side Blind Zone Alert	\$0.00
☐	USR	USB data ports, 2, one type-A and one type-C, located within center console	\$0.00
☒	UTJ	Theft-deterrent system, content, electrical, unauthorized entry	\$0.00
☐	UV2	HD Surround Vision	\$0.00
☐	UV6	Head-Up Display, 15" diagonal multi-color	\$0.00
☒	UVB	HD Rear Vision Camera	\$0.00
☐	UV9	Rear Seat Media System	W/A
☒	V03	Cooling system, extra capacity	\$0.00
☒	V53	Luggage rack side rails, delete	\$0.00
☐	V54	Luggage rack side rails, roof-mounted, Black	\$0.00
☐	V55	Luggage rack side rails, roof-mounted, bright	\$0.00
☒	V76	Recovery hooks, 2 front, frame-mounted, Black	\$50.00
☐	VAV	LPO, All-weather floor mats	\$170.00
☒	VK3	License plate front mounting package	\$0.00
☐	VQ1	Fleet processing option	\$0.00
☒	VQ2	Fleet processing option	\$0.00
☐	VQ3	Fleet processing option	\$0.00
☐	VQK	LPO, Molded splash guards	\$195.00
☐	VQQ	LPO, Black roof rack cross rails	\$495.00
☐	VQZ	LPO, Polished exhaust tip	\$135.00
☐	VR6	Hook, Tie downs	\$0.00
☐	VRS	LPO, Cargo security shade	\$260.00
☐	W2D	LPO, Vertical cargo net	\$70.00
☐	WPB	Rear Media and Nav Package	\$2,490.00
☐	WPD	Driver Alert Package	W/A
☐	WPL	Luxury Package	W/A
☒	WUA	Fascia, front high-approach angle	\$0.00
☐	Y74	Enhanced Display and Alert Package	W/A
☒	YK6	SEO Processing Option	\$0.00
☐	YM8	LPO Processing Option	\$0.00
☒	Z56	Suspension Package, heavy-duty, police-rated	\$0.00

☒	ZB2	Trailer equipment	\$0.00
☐	ZB5	Suspension Package, Magnetic Ride Control	\$0.00
☐	ZL6	Advanced Trailer Package	\$0.00
☐	ZW7	Suspension Package, Premium Smooth Ride	\$0.00
Special Equipment Options [UT7]			
☐	01U	Special Paint	\$0.00
☐	5J1	Calibration, keyless remote panic button and exterior lights/horn disable	\$0.00
☒	5J3	Calibration, Surveillance Mode Interior Lighting	\$0.00
☒	5J9	Calibration taillamp flasher, Red/White	\$0.00
☐	5L0	Calibration taillamp flasher, Red/Red	\$0.00
☐	5T4	Exterior body colored parts	\$250.00
☐	5T5	Seats, front cloth and second row vinyl	\$0.00
☐	5Y1	Front center seat (20% seat) delete	\$0.00
☐	6C7	Lighting, red and white front auxiliary dome	\$170.00
☒	6E2	Key common, complete vehicle fleet	\$25.00
☐	6E8	Key common, complete vehicle fleet	\$25.00
☐	6J3	Wiring, grille lamps and siren speakers	\$92.00
☐	6J4	Wiring, horn and siren circuit	\$55.00
☐	6J7	Flasher system, headlamp and taillamp, DRL, compatible with control wire	\$50.00
☐	6J8	White Lamp Package	\$1,800.00
☐	6J9	Red Lamp Package	\$1,800.00
☐	6JE	Blue Lamp Package	\$1,800.00
☐	6JG	Red/Blue Lamp Package	\$1,800.00
☐	6N5	Switches, rear window inoperative	\$57.00
☐	6N6	Door locks and handles, inside rear doors inoperative	\$62.00
☒	7X2	Spoilamps, left- and right-hand	\$1,340.00
☐	7X3	Spoilamp, left-hand	\$800.00
☒	9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete	\$50.00
☐	9V2	Paints, solid, MSP Blue	\$275.00
☐	9V5	Paints, solid, Woodland Green	\$450.00
☐	9V7	Paints, solid, Dark Blue Metallic	\$250.00
☐	9W3	Paints, solid, Wheatland Yellow	\$450.00
☐	AAC	Parts shipped loose	\$0.00
☐	BCV	Lock control, driver side auto door lock disable	\$0.00
☐	T53	Lamps, alternate flashing Red & Blue rear compartment lid warning	\$565.00
☒	T86	Wiring provision, for outside mirrors and cargo side mirrors	\$0.00
☐	TGK	Special Paint, Solid, one color	\$450.00
☐	TGL	Special Paint Two-Tone	\$450.00
☐	UN9	Radio Suppression Package, with ground straps	\$95.00
☒	UT7	Ground wires, blunt cut cargo area and blunt cut console area	\$0.00
☐	UTQ	Theft-deterrent system	\$50.00
☐	WX7	Wiring, auxiliary speaker.	\$60.00

Fleet Customer Codes → Apply Fleet Customer Code

Base Price:	\$48,000.00
Total Options:	-\$2,735.00
Total Price:	\$45,265.00
Destination Charge:	\$1,295.00
TOTAL PRICE W/ DFC†:	\$46,560.00

CANCEL

BACK

NEXT: VIEW SUMMARY

37,081.20
 1,458.00
 38,539.20
 3,958.98
 8.75
 42,506.93

PRINT
 DEPT
 WHITE
 TAY
 TIRE TAY

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GM Pricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice. The GSA Price Level is for GM use only.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

September 3, 2020

Lieutenant David Kim
 City of Montebello Police Department
 1600 W Beverley Blvd
 Montebello, Ca 90640
 Delivery Via Email

Dear Lieutenant Kim,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Montebello, new/unused 2020 / 2021 Chevrolet Traverse FWD 4DR 1s W/1FL responding to your requirement with the attached specifications for \$29,545.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	One Unit MSRP	One Unit	Total Savings	Total Savings
2020 / 2021 Chevy				
Traverse FWD LS				
W/1FL	35,330.00	29,545.00	16.37%	5,785.00
Sub Total		29,545.00		
Sales Tax		3,028.36		
Tire Tax		8.75		
Total		32,582.11		

Delivery 120-150 days ARO
 Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
 National Law Enforcement Sales Manager
 National Auto Fleet Group
 Wondries Fleet Group
 626-457-5590 O
 714-264-1867 C
 626-380-1174 F
Buzzard5150@gmail.com





Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL

Image Not Available



Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

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**Wondries Fleet Group / National Auto Fleet Group**

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL ( Complete)**Price Summary****PRICE SUMMARY**

Base Price

Total Options

Vehicle Subtotal

Destination Charge

Grand Total

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Vehicle: [Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL (✔ Complete)

Selected Model and Options
MODEL

CODE	MODEL
1NB56	2020 Chevrolet Traverse FWD 4dr LS w/1FL

COLORS

CODE	DESCRIPTION
G9K	Satin Steel Metallic (Not available on L.)

EMISSIONS

CODE	DESCRIPTION
YF5	Emissions, California state requirements

ENGINE

CODE	DESCRIPTION
LFY	Engine, 3.6L V6, SIDI, VVT (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)

TRANSMISSION

CODE	DESCRIPTION
M3V	Transmission, 9-speed automatic (STD)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION
1FL	LS Preferred Equipment Group Includes Standard Equipment (Available for Fleet or Government orders only.)

PAINT

CODE	DESCRIPTION
G9K	Satin Steel Metallic (Not available on L.)

SEAT TYPE

CODE	DESCRIPTION
AR9	Seats, front bucket (STD)

SEAT TRIM

CODE	DESCRIPTION
H1T	Jet Black, Premium cloth seat trim

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Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL (Complete)

RADIO

CODE	DESCRIPTION
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IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable (STD)
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ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
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VK3	License plate front mounting package (will be forced on orders with ship-to states that require a front license plate)
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ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION
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PDG	LPO, Cargo Package includes (VRS) retractable cargo shade, LPO and (W2D) vertical cargo net, LPO
VRS	LPO, Cargo shade, retractable (Included and only available with (PDG) Cargo Package, LPO.)
W2D	LPO, Cargo net, vertical (Included and only available with (PDG) Cargo Package, LPO.)

Options Total

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Vehicle: [Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL ( Complete)

Standard Equipment

Package

Driver Confidence II Package includes (UHY) Automatic Emergency Braking, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking and (TQ5) IntelliBeam headlamps

Mechanical

Engine, 3.6L V6, SIDI, VVT (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)
 Transmission, 9-speed automatic (STD)
 E10 Fuel capable
 Engine control, stop-start system
 Traction Mode Select
 Axle, 3.49 final drive ratio
 Front wheel drive
 Battery, heavy-duty 600 cold-cranking amps
 Alternator, 170 amps
 GVWR, 6160 lbs. (2800 kg)
 Suspension, Ride and Handling
 Steering, power
 Brakes, 4-wheel antilock, 4-wheel disc, 17" front and rear
 Electric Parking Brake
 Capless fuel fill
 Tool kit, road emergency

Exterior

Wheels, 18" (45.7 cm) Bright Silver painted aluminum
 Tires, P255/65R18 all-season blackwall
 Wheel, spare, 18" (45.7 cm) steel
 Tire, compact spare, T135/70R18, blackwall
 Fascia, front body-color
 Moldings, Black bodyside
 Moldings, rocker, Black
 Headlamps, high intensity discharge
 Headlamps, IntelliBeam auto high beam control
 Headlamps, automatic on/off

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Vehicle: [Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL ( Complete)

Exterior

Taillamps, LED
 Mirror caps, Black painted
 Mirrors, outside heated power-adjustable, Black, manual-folding
 Glass, deep-tinted
 Wipers, front intermittent with washers
 Wiper, rear intermittent with washer
 Door handles, body-color
 Liftgate, rear manual

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable (STD)
 4G LTE Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
 Active Noise Cancellation

Interior

Seating, 8-passenger (2-3-3 seating configuration)
 Seats, front bucket (STD)
 Seat trim, premium cloth
 Seat adjuster, driver 8-way power
 Seat adjuster, power driver lumbar control
 Seats, third row 60/40 split-bench, manual-folding
 Head restraints, front, 2-way adjustable
 Head restraints, second and third row outboard, 2-way manual-folding
 Console, front center with 2 cup holders, covered storage bin with storage and removable tray
 Floor covering, color-keyed carpeting
 Floor mats, color-keyed all rows
 Steering wheel, urethane
 Steering column, tilt
 Steering wheel controls, mounted controls for audio, phone and cruise
 Display, 3.5" driver instrument information, monochromatic
 Compass display, digital
 Windows, power, with driver and front passenger Express-Down
 Door locks, power programmable with lockout protection

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Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL (✔ Complete)

Interior

Keyless Open includes extended range Remote Keyless Entry with lock/unlock feature

Cruise control, electronic with set and resume speed

Remote panic alarm

Theft-deterrent system, electrical, unauthorized entry

USB ports

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Sensor, humidity and windshield temperature

Defogger, rear-window electric

Heater ducts, 2nd row

Cup holders, 10 total

Umbrella holders, driver and front passenger doors

Mirror, inside rearview manual day/night

Visors, driver and passenger illuminated vanity mirrors, covered

Lighting, interior with theater dimming, cargo compartment, reading lights for front seats, second row reading lamps integrated into dome light, door-and tailgate-activated switches and illuminated entry and exit feature

Cargo storage, tray under rear floor

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

StabiliTrak, stability control system with traction control

Safety-Exterior

Daytime Running Lamps, LED

Safety-Interior

Airbags, dual-stage frontal and side-impact for driver and front passenger, driver inboard seat-mounted side-impact and roof-rail side-impact for all rows in outboard seating positions (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Rear Vision Camera

Rear Park Assist with audible warning

Lane Keep Assist with Lane Departure Warning

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Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL (Complete)

Safety-Interior

Following Distance Indicator

Forward Collision Alert

Automatic Emergency Braking

Front Pedestrian Braking

Door locks, rear child security

Rear Seat Reminder

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor, includes Tire Fill Alert (Does not monitor spare.)

Horn, dual-note

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Vehicle: [Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL ( Complete)

Window Sticker

SUMMARY

[Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL

MSRP:\$33,900.00

Interior:Jet Black, Premium cloth seat trim

Exterior 1:Satin Steel Metallic

Exterior 2:No color has been selected.

Engine, 3.6L V6, SIDI, VVT

Transmission, 9-speed automatic

OPTIONS

CODE	MODEL	MSRP
1NB56	[Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL	\$33,900.00
OPTIONS		
1FL	LS Preferred Equipment Group	\$0.00
AR9	Seats, front bucket	\$0.00
G9K	Satin Steel Metallic	\$0.00
H1T	Jet Black, Premium cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
LFY	Engine, 3.6L V6, SIDI, VVT	\$0.00
M3V	Transmission, 9-speed automatic	\$0.00
PDG	LPO, Cargo Package	\$195.00
VK3	License plate front mounting package	\$40.00
VRS	LPO, Cargo shade, retractable	Inc.
W2D	LPO, Cargo net, vertical	Inc.
YF5	Emissions, California state requirements	\$0.00
SUBTOTAL		\$34,135.00
Adjustments Total		\$0.00
Destination Charge		\$1,195.00
TOTAL PRICE		\$35,330.00

FUEL ECONOMY

Est City:18 MPG

Est Highway:27 MPG

Est Highway Cruising Range:523.80 mi

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National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

May 28, 2020

Lieutenant David Kim
 City of Montebello Police Department
 1600 W Beverley Blvd
 Montebello, Ca 90640
 Delivery Via Email

Dear Lieutenant Kim,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Montebello, new/unused 2020 Chevrolet Tahoe PPV 4X2 responding to your requirement with the attached specifications for \$37,681.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF. Unit to be Black and White.

	One Unit MSRP	One Unit	Total Savings	Total Savings
2020				
Chevrolet				
Tahoe PPV 9C1	45,884.00	37,681.00	17.88%	8,203.00
Black and				
White Paint		1,050.00		
Sub Total		38,731.00		
Sales Tax		3,679.45		
Tire Tax		8.75		
Total		42,419.20		

Delivery 15-20 days ARO

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
 National Law Enforcement Sales Manager
 National Auto Fleet Group
 Wondries Fleet Group
 626-457-5590 O / 714-264-1867 C / 626-380-1174 F / Buzzard5150@gmail.com





Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial





Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

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Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial (Complete)

Selected Model and Options

MODEL

CODE	MODEL
CC15706	2020 Chevrolet Tahoe 2WD 4dr Commercial

COLORS

CODE	DESCRIPTION
GBA	Black

SUSPENSION PKG

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
Z56	Suspension Package, heavy-duty, police-rated front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs (Included and only available with (9C1) Police Vehicle only.)	26.00 lbs	0.00 lbs

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
YF5	Emissions, California state requirements	0.00 lbs	0.00 lbs

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
MYC	Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)	0.00 lbs	0.00 lbs

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
C5U	GVWR, 6800 lbs. (3084 kg) (2WD model only. Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GU4	Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)	0.00 lbs	0.00 lbs

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Vehicle: [Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial (✔ Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
1FL	Commercial Preferred Equipment Group Includes Standard Equipment	0.00 lbs	0.00 lbs

WHEEL TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
RAP	Wheels, 17" x 8" (43.2 cm x 20.3 cm) steel, police, Black (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
QAR	Tires, P265/60R17 all-season, police, V-rated (Included and only available with (9C1) Police Vehicle.)	1.00 lbs	1.00 lbs

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
ZAK	Tire, spare, P265/60R17 all-season, police, V-rated (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs

PAINT SCHEME

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
ZY1	Paint scheme, solid application	0.00 lbs	0.00 lbs

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GBA	Black	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AZ3	Seats, front 40/20/40 split-bench with Vinyl (1FL) or Premium Cloth (1FL and 1LS), 3-passenger. Includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (With (9C1) Police Vehicle includes lockable storage compartment.) (STD)	0.00 lbs	0.00 lbs

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Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial (Complete)

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
H0U	Jet Black, Premium Cloth seat trim	0.00 lbs	0.00 lbs

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
105	Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones, voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)	6.00 lbs	4.00 lbs

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
9C1	Identifier for PPV includes, (K47) high-capacity air cleaner, (KW7) 170 amp high output alternator, (K4B) 730 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area. (Z56) heavy-duty, police-rated suspension, front independent torsion bar, and stabilizer bar and rear, multilink with coil springs, (QAR) P265/60R17 all-season, v-rated tires, (ZAK) P265/60R17 all-season, V-rated spare tire, Police brakes, (NZZ) underbody shield, (RAP) Black steel wheels w/bolt on center caps, Certified speedometer, delete roof rails, (ATD) third row seat delete, (NQH) active 2-speed transfer case (4WD only) *CREDIT*	-6.00 lbs	-31.00 lbs

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Vehicle: [Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial (✓ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
—	Capless fuel fill (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
—	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
—	Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
K4B	Battery, auxiliary, isolated, 730 CCA (Requires (RD6) 17" painted steel wheels or (PZX) 18" aluminum wheels with high-polished finish.)	40.00 lbs	4.00 lbs
KW7	Alternator, 170 amps (Included and only available with (9C1) Police Vehicle only.)	3.00 lbs	2.00 lbs
NZZ	Skid Plate Package with (9C1) Police Vehicle, includes frame-mounted shields, includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Requires a Fleet or Government sales order type. Included and only available with (9C1) Police Vehicle.)	2.00 lbs	1.00 lbs
SAB	Auxiliary Battery Relay (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	0.00 lbs	0.00 lbs
UN9	Radio Suppression Package, with ground straps (Requires (9C1) Police Vehicle.)	1.00 lbs	0.00 lbs
V76	Recovery hooks, 2 front, frame-mounted, Black (Standard on 4WD Commercial models. Available on 2WD, Police and Special Service models. Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)	9.00 lbs	0.00 lbs

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Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
7X7	Spotlamps, left- and right-hand (Requires (9C1) Police Vehicle. Not available with (7X6) left-hand spotlamp.)	6.00 lbs	2.00 lbs
—	Door handles, body-color (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
—	Exterior ornamentation delete (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
—	Luggage rack, delete (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
B86	Moldings, body-color bodyside (Not available with (B85) bright bodyside moldings or (TGK) Special Paint.)	2.00 lbs	2.00 lbs
RM7	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare includes P265/60R17 V-rated tire (Included and only available with (9C1) Police Vehicle)	0.00 lbs	0.00 lbs

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Vehicle: [Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
5HP	Key, 6 additional keys	0.00 lbs	0.00 lbs
5T5	Seats, 2nd and 3rd row vinyl with front cloth seats Provides vinyl second and third row seats and cloth front seats (Requires interior trim (H0U) Jet Black.)	0.00 lbs	0.00 lbs
6E2	Key common, complete vehicle fleet provides a single key with a specific code that is common to the door locks and ignition of all the vehicles in the vehicle fleet. Key code is an alternate to SEO (6E8) complete vehicle fleet common key. NOTE: NOT COMPATIBLE with previous model years (Requires (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs
9U3	Seats, Driver and passenger front individual seats in cloth trim Power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40-20-40 split bench seat with the 20% section removed which also removes the auxiliary power outlet. USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (AZ3) 40/20/40 split bench seat, trim code (H0U) Jet Black cloth.)	-14.00 lbs	-14.00 lbs
—	Instrumentation, analog with certified 150 mph speedometer (PPV), 140 mph speedometer (Special Service), odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
—	Key, 2-sided (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
—	Power outlets, 4 auxiliary, 12-volt includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs
—	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
ATD	Seat delete, third row passenger (Deletes rear storage compartment and (AP9) rear cargo net. Included with (9C1) Police Vehicle.) *CREDIT*	12.00 lbs	-137.00 lbs
UTQ	Theft-deterrent system, content, disable the alarm and horn become non-functional in an attempt of theft to the vehicle	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
—	Safety belts, 3-point, driver and front passenger in all seating positions (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - SAFETY-EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete deletes standard Daytime Running Lamps and automatic headlamp control features (Requires (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs

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**Wondries Fleet Group / National Auto Fleet Group**

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial (Complete)

SHIP THRU CODES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly	0.00 lbs	0.00 lbs
Options Total		88.00 lbs	-166.00 lbs

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Vehicle: [Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial (✓ Complete)

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)

Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)

Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package)

Suspension Package, Premium Smooth Ride (STD) (Not available with (NHT) Max Trailering Package.)

GVWR, 7100 lbs. (3221 kg) (Requires 2WD model.)

E85 FlexFuel capable

Differential, heavy-duty locking rear

Rear wheel drive

Air cleaner, high-capacity

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (With (9C1) Police Vehicle includes heavy-duty oil-to-coolant integral to driver-side of radiator.)

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 720 cold-cranking amps with 80 amp hour rating

Alternator, 150 amps

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver

Trailer sway control

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering power, electric

Hill Start Assist

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel (STD) (Not included when (NHT) Max Trailering Package is ordered.)

Tires, P265/70R17 all-terrain, blackwall (STD) (Not included when (NHT) Max Trailering Package is ordered.)

Tire, spare P265/70R17 all-season, blackwall (STD)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, front

Fascia, front body-color (With (9C1) Police Vehicle, includes recovery hook openings, but does not include hooks.)

Fascia, rear body-color

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Vehicle: [Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial (✔ Complete)

Exterior

Assist steps, Black (Premier includes chrome accent strip) (Deleted when (RVQ) Assist step kit, Black, LPO or (VXH) Assist step kit, Chrome, LPO are ordered.)

Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror

Glass, deep-tinted (With (9C1) Police Vehicle includes all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Liftgate, rear manual

Entertainment

Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)

Audio system feature, single-slot CD/MP3 player

Audio system feature, 6-speaker system

SiriusXM Radio delete

Bluetooth for phone personal cell phone connectivity to vehicle audio system

4G LTE Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with Vinyl (1FL) or Premium Cloth (1FL and 1LS), 3-passenger, includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (With (9C1) Police Vehicle includes lockable storage compartment.) (STD)

Seat trim, cloth

Seat adjuster, front passenger 6-way power

Seats, second row 60/40 split-folding bench, manual

Seat, third row manual 60/40 split-folding bench, fold flat

Floor covering, Black rubberized vinyl

Steering column, Tilt-Wheel

Steering wheel, urethane

Steering wheel controls, mounted audio and cruise controls includes Driver Information Center controls

Driver Information Center, 4.2" diagonal multi-color

Warning tones headlamp on, key-in-ignition, driver and right-front passenger seat belt unfasten and turn signal on

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Vehicle: [Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial (✔ Complete)

Interior

Door locks, power programmable with lockout protection and delayed locking (With (9C1) Police Vehicle, Auto Lockout is disabled on Driver door.)

Remote Keyless Entry, extended-range

Windows, power with Express-Down and Express-Up on front doors and lock out features

Cruise control, electronic with set and resume speed

Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (9C1) Police Vehicle, includes dual-zone automatic, front and rear air conditioning electronic controls)

Defogger, rear-window electric

Power outlet, 110-volt

Power outlets, 5 auxiliary, 12-volt includes outlets in the instrument panel, console, back of console, 1 in 3rd row and 1 in cargo area (With (AZ3) 40/20/40 split-bench front seats, the outlet on the back of the console is deleted.)

Mirror, inside rearview manual day/night

Assist handles, 1st row passenger and 2nd row outboard seats (With (9C1) Police Vehicle, 1st row passenger assist handle is removed when (7X7) Spot lamps are ordered.)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. With (9C1) Police Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions with control switch in the roof console

Cargo management system

Cargo net (Deleted when (ATD) 3rd row seat delete is ordered.)

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Brakes, 4-wheel antilock, 4-wheel disc, VAC power with Brake Assist

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, with automatic exterior lamp control

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

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Vehicle: [Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial (✔ Complete)

Safety-Interior

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. With (9C1) Police Vehicle requires (AZ3) 40/20/40 split-bench front seat and (9U3) SEO front center seat (20% seat) delete. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Door locks, rear child security

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Rear Park Assist with audible warning

Rear Vision Camera

LATCH system (Lower Anchors and Tethers for Children), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center, includes Tire Fill Alert. With (9C1) Police Vehicle does not apply to spare tire.

Theft-deterrent system, electrical, unauthorized entry

WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

Vehicle: [Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial

MSRP: \$46,800.00

Interior: Jet Black, Premium Cloth seat trim

Exterior 1: Black

Exterior 2: No color has been selected.

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing

Transmission, 6-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CC15706	[Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial	\$46,800.00
OPTIONS		
1FL	Commercial Preferred Equipment Group	\$0.00
5HP	Key, 6 additional keys	\$41.00
5T5	Seats, 2nd and 3rd row vinyl with front cloth seats	\$0.00
6E2	Key common, complete vehicle fleet	\$25.00
7X7	Spotlamps, left- and right-hand	\$850.00
9C1	Identifier for PPV	(\$3,800.00)
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete	\$50.00
9U3	Seats, Driver and passenger front individual seats in cloth trim	\$0.00
ATD	Seat delete, third row passenger	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
B86	Moldings, body-color bodyside	\$100.00
C5U	GVWR, 6800 lbs. (3084 kg)	Inc.
GBA	Black	\$0.00
GU4	Rear axle, 3.08 ratio	\$0.00
H0U	Jet Black, Premium Cloth seat trim	\$0.00
IO5	Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment	\$0.00
K4B	Battery, auxiliary, isolated, 730 CCA	Inc.
KW7	Alternator, 170 amps	Inc.

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Vehicle: [Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial (✔ Complete)

L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing		\$0.00
MYC	Transmission, 6-speed automatic, electronically controlled		\$0.00
NZZ	Skid Plate Package	Inc.	
QAR	Tires, P265/60R17 all-season, police, V-rated	Inc.	
RAP	Wheels, 17" x 8" (43.2 cm x 20.3 cm) steel, police, Black	Inc.	
RM7	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare	Inc.	
SAB	Auxiliary Battery Relay	Inc.	
UN9	Radio Suppression Package, with ground straps		\$423.00
UTQ	Theft-deterrent system, content, disable		\$50.00
V76	Recovery hooks, 2 front, frame-mounted, Black		\$50.00
VPV	Ship Thru, Produced in Arlington Assembly	Inc.	
YF5	Emissions, California state requirements		\$0.00
Z56	Suspension Package, heavy-duty, police-rated	Inc.	
ZAK	Tire, spare, P265/60R17 all-season, police, V-rated	Inc.	
ZY1	Paint scheme, solid application		\$0.00
—	Capless fuel fill	Inc.	
—	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.	
—	Power supply, 50-amp, power supply, auxiliary battery	Inc.	
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	Inc.	
—	Luggage rack, delete	Inc.	
—	Exterior ornamentation delete	Inc.	
—	Door handles, body-color	Inc.	
—	Instrumentation, analog	Inc.	
—	Key, 2-sided	Inc.	
—	Theft-deterrent system, vehicle, PASS-Key III	Inc.	
—	Power outlets, 4 auxiliary, 12-volt	Inc.	
—	Safety belts, 3-point, driver and front passenger in all seating positions	Inc.	
SUBTOTAL			\$44,589.00
Adjustments Total			\$0.00
Destination Charge			\$1,295.00
TOTAL PRICE			\$45,884.00

FUEL ECONOMY

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Vehicle: [Fleet] 2020 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial ( Complete)

Est City:15 MPG

Est Highway:22 MPG

Est Highway Cruising Range:572.00 mi

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Prepared for: Mr. Rene Bobadilla, City Manager, City of Montebello
400 West Taylor Avenue
Montebello, CA 90640
Office: 323-887-1200
Email: rbobadilla@cityofmontebello.com

2021 Police Interceptor Utility AWD Base (K8A)
Price Level: 120



Client Proposal

Prepared by:
CHRISTOPHER PRATT
Office: 562-426-3301
Quote ID: 092320K8A
Date: 09/24/2020



Prepared for: Mr. Rene Bobadilla

City Manager, City of Montebello

Prepared by: CHRISTOPHER PRATT

09/24/2020

Caruso Ford | 3500 Cherry Avenue Long Beach California | 908074914



2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 120 | Quote ID: 092320K8A

As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$40,630.00
500A	Order Code 500A <i>Includes:</i> - Engine: 3.3L V6 Direct-Injection Hybrid System (136-MPH top speed). - Transmission: 10-Speed Automatic - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks. - Radio: AM/FM/MP3 Capable Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.	N/C
99W	Engine: 3.3L V6 Direct-Injection Hybrid System (136-MPH top speed).	Included
44B	Transmission: 10-Speed Automatic	Included
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps.	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.	Included
86T	Tail Lamp/Police Interceptor Housing Only Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies).	\$60.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared for: Mr. Rene Bobadilla

City Manager, City of Montebello

Prepared by: CHRISTOPHER PRATT

09/24/2020

Caruso Ford | 3500 Cherry Avenue Long Beach California | 908074914

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 120 | Quote ID: 092320K8A

As Configured Vehicle (cont'd)

Code	Description	MSRP
153	Front License Plate Bracket	N/C
76D	Underbody Deflector Plate <i>Engine and transmission shield.</i>	\$335.00
87R	Rear View Camera Not recommended with option (47E) 12.1" integrated computer screen. <i>Displayed in rear view mirror. Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R). Includes: - Electrochromic Rear View Mirror Video is displayed in rear view mirror.</i>	N/C
52P	Hidden Door-Lock Plunger <i>Includes rear-door controls inoperable (locks, handles and windows). Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>	\$160.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>	N/C
59B	Keyed Alike - 1284x	\$50.00
85R	Rear Console Plate <i>Contours through 2nd row; channel for wiring.</i>	\$45.00
47A	Police Engine Idle Feature <i>This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.</i>	\$260.00
76R	Reverse Sensing System	\$275.00
17A	Rear Auxiliary Air Conditioning	\$610.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
96_01	Charcoal Black	N/C
UM_01	Agate Black	N/C
CFLBS Spec Pain	Paint Doors and Roof White	\$900.00
SUBTOTAL		\$43,425.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Rene Bobadilla

City Manager, City of Montebello

Prepared by: CHRISTOPHER PRATT

09/24/2020

Caruso Ford | 3500 Cherry Avenue Long Beach California | 908074914

**2021 Police Interceptor Utility AWD Base (K8A)**

Price Level: 120 | Quote ID: 092320K8A

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Destination Charge	\$1,245.00
TOTAL		\$44,670.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Rene Bobadilla

City Manager, City of Montebello

Prepared by: CHRISTOPHER PRATT

09/24/2020

Caruso Ford | 3500 Cherry Avenue Long Beach California | 908074914

**2021 Police Interceptor Utility AWD Base (K8A)**

Price Level: 120 | Quote ID: 092320K8A

Pricing Summary - Single Vehicle

MSRP*Vehicle Pricing*

Base Vehicle Price	\$40,630.00
Options & Colors	\$1,895.00
Upfitting	\$900.00
Destination Charge	\$1,245.00

<i>Discount Adjustments</i>	-\$3,998.39
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Subtotal	\$40,671.61
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Sales Taxes

Code	Description	
CA Sales Tax		\$3,762.12

Total	\$44,433.73
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 Customer Signature

 Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

jay mccartney
CHEVROLET OF MONTEBELLO

ATTENTION ALL USERS: When using Order Workbench (OWB), please DO NOT disable pop-up windows functionality. OWB uses pop-up windows to display business critical alerts, configuration and warning messages while in transactions. For assistance, contact the OWB Help Desk at 1-888-737-1010.

jym009 Logout

ORDER Workbench Main > Order Vehicles > Configure a New Vehicle: Choose Options

PLAN & FORECAST ORDER VEHICLES MANAGE INVENTORY LOCATE VEHICLES DELIVER VEHICLES REPORTS & TOOLS

Configure a New Vehicle: Choose Options



Choose Model

Choose Options

Customer/Other Info

View Summary

MY CONFIGURATION

Choose the options that are available for the selected PEG, and then click "Next: Configuration Summary". Click "Cancel" to cancel the entire configuration. You can see what changes you have made to the original PEG by expanding the "Options Added and Removed" section and view the "As Configured" pricing in the "My Configuration" box.

☒ Options Added and Removed

* indicates a required field

2021 CHEVROLET TRUCK
TRAVRS - 1NB56 - Traverse: LS
FWD

PEG: 1FL

Distib. Entity: FLT Fleet
Order Type: FBC-Fleet Political
Subdivision

Select Vehicle Options

[View Weekly Constraints Report \(Retail\)](#)☒ Expand / Collapse All Options

Select	Option Code	Description	MSRP		None
Primary Color* [G9K]					
☒	G9K	Satin Steel Metallic	\$0.00		
☐	GAN	Silver Ice Metallic	\$0.00		
☐	GAZ	Summit White	\$0.00		
☐	GB8	Mosaic Black Metallic	\$0.00		
Trim* [H1T]					
☒	H1T	Jet Black, Premium cloth seat trim	\$0.00		
Engine* [LFY]					
☒	LFY	Engine, 3.6L V6, SIDI, VVT	\$0.00		
Transmission* [M3V]					
☒	M3V	Transmission, 9-speed automatic	\$0.00		
Emissions [YF5]					
☐	FE9	Emissions, Federal requirements	\$0.00		
☐	NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00		
☒	YF5	Emissions, California state requirements	\$0.00		
Tires [QO5]					
☐	Q3N	Tires, P255/55R20 all-season blackwall	\$0.00		
☒	QO5	Tires, P255/65R18 all-season blackwall	\$0.00		
Wheels [PXJ]					
☒	PXJ	Wheels, 18" (45.7 cm) Bright Silver painted aluminum	\$0.00		
☐	SKL	Wheels, 20" x 8" Aluminum Transit	\$0.00		
Radio [IOR]					
☒	IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00		
Ship- Through Codes					
☐	CJB	Ship Thru, Produced in Lansing Delta Assembly and shipped to Kerr Industries, Warren, MI and returned to Lansing Delta.	\$0.00		
☐	SVO	Ship Thru, Produced in Lansing Delta Assembly and shipped to Knapheide, Flint, MI, then proceeds to Orion.	\$0.00		
Additional Options					
DAILY RENTAL VQ*					
☐	VQ1	Fleet processing option	\$0.00		
☒	VQ2	Fleet processing option	\$0.00		
☐	VQ3	Fleet processing option	\$0.00		
FLEET ONSTAR SERVICE					
☐	R8G	OnStar, Add'l 27 Mths of Flt Stty&Sec plus Rem Access	W/A		
☐	R8P	Fleet OnStar Additional 30 months of Guidance Service	W/A		

RELATED LINKS

[View List of All Options and Their Detailed Descriptions](#)
[US On-Line Order/Reference Guide](#)

☐	R8W	OnStar 2 Additional Years Safe & Sound Service	W/A
LPO WHEELS			
☐	S2D	LPO, 20" (50.8 cm) Gloss Black painted aluminum wheels	\$1,995.00
MIRROR O/S			
☒	DR9	Mirrors, outside heated power-adjustable, Black, manual-folding	\$0.00
SEAT CONFIGURATION			
☒	ABC	Seating, 8-passenger (2-3-3 seating configuration)	\$0.00
WHEEL SPARE			
☒	RTI	Wheel, spare, 18" (45.7 cm) steel	\$0.00
Other			
☐	5LE	LPO, Garage door opener	\$185.00
☒	BGP	Driver Confidence II Package	\$0.00
☐	CAP	Fleet Program	\$0.00
☐	CAV	LPO, Integrated cargo liner	\$0.00
☒	DCP	OnStar Turn by Turn Navigation System	\$0.00
☐	K05	Engine block heater	\$100.00
☐	NB8	Emissions override, California	\$0.00
☐	NB9	Emissions override, state-specific	\$0.00
☐	NC7	Emissions override, Federal	\$0.00
☐	P0J	OnStar Additional 21 months of OnStar Fleet Safety and Security.	\$0.00
☐	P0K	OnStar Additional 33 months of OnStar Fleet Safety and Security.	\$0.00
☐	P0L	OnStar Additional 45 months of OnStar Fleet Safety and Security.	\$0.00
☐	P0M	OnStar Additional 21 months of OnStar Fleet Remote Access.	\$0.00
☐	P0N	OnStar Additional 33 months of OnStar Fleet Remote Access.	\$0.00
☐	P0O	OnStar Additional 45 months of OnStar Fleet Remote Access.	\$0.00
☐	P0V	OnStar Vehicle Insights - 1 year of Service	\$0.00
☐	P0W	OnStar Vehicle Insights - 2 years of Service	\$0.00
☐	P0X	OnStar Vehicle Insights - 3 years of Service	\$0.00
☐	P0Y	OnStar Vehicle Insights - 4 years of Service	\$0.00
☐	P0Z	OnStar Vehicle Insights - 5 years of Service	\$0.00
☐	P1R	OnStar Additional 9 months of OnStar Assurance for Tier3 Fleets.	\$0.00
☐	P1S	OnStar Additional 21 months of OnStar Assurance for Tier3 Fleets.	\$0.00
☐	P1T	OnStar Additional 33 months of OnStar Assurance for Tier3 Fleets.	\$0.00
☐	P1U	OnStar Additional 45 months of OnStar Assurance for Tier3 Fleets.	\$0.00
☐	PDB	LPO, Blackout Package	\$885.00
☐	PDF	LPO, Floor Liner Package	\$405.00
☒	PDG	LPO, Cargo Package	\$195.00
☐	PDH	LPO, Interior Protection Package	\$270.00
☐	PDM	LPO, Black Accent Package	\$615.00
☐	PDV	LPO, Chrome Essentials Package	\$275.00
☐	PDY	LPO, Roadside Safety Package	\$145.00
☐	PDZ	LPO, Interior Enhancement Package	\$445.00
☐	PEA	TI Processing Option	\$0.00
☒	PED	Chevrolet Safety Assist	\$0.00
☐	R6A	ARI FMC	\$0.00
☐	R6J	Customer Dialog Network	\$0.00
☐	R6L	Processing Code	W/A
☐	R6R	Donlen FMC	\$0.00
☐	R6T	Emkay FMC	\$0.00
☐	R6U	Fleet Customer	\$0.00
☐	R7A	Enterprise Fleet FMC	\$0.00
☐	R7G	LeasePlan FMC	\$0.00
☐	R7H	Mike Albert FMC	\$0.00
☐	R7W	Element FMC	\$0.00

☐	R7Z	OnStar Additional 57 months of OnStar Assurance for Tier3 Fleets.	\$0.00
☐	R8N	Wheels FMC	\$0.00
☐	R8U	Hands Free Calling Pkg.	\$0.00
☐	R9Y	Fleet Free Maintenance Credit.	-\$33.75
☐	RDI	LPO, Keyless Entry Keypad	\$195.00
☐	RIA	LPO, All-weather floor liner, first and second row	\$0.00
☐	RIB	LPO, All-weather floor liner, 3rd row	\$0.00
☐	RIK	LPO, Gloss Black emblem kit	\$0.00
☐	RWU	LPO, Cargo area organizer, collapsible	\$145.00
☐	RXX	LPO, Black rear license plate applique	\$0.00
☐	RYT	LPO, First Aid Kit	\$0.00
☐	S03	LPO, Embroidered front row headrests	\$0.00
☐	S08	LPO, Highway Safety Kit	\$0.00
☐	S0M	LPO, Illuminated front door sill plates	\$325.00
☐	S6W	LPO, Protective seat cover, 2nd row, Black with Gray stitching	\$295.00
☐	SAI	LPO, Bright door sill plates	\$0.00
☐	SFE	LPO, Bright wheel locks	\$85.00
☐	SFZ	LPO, Black bowtie emblems, front and rear	\$200.00
☐	SIL	LPO, Universal Tablet Holder, single	\$250.00
☐	SJ9	LPO, Grille, Black finish	\$0.00
☐	SPZ	LPO, Black lug nut and wheel lock kit	\$275.00
☐	SR2	LPO, Rear seat infotainment system without DVD player	\$1,750.00
☐	SR3	LPO, Rear seat infotainment system with DVD player	\$1,995.00
☒	TQ5	Headlamps, IntelliBeam auto high beam control	\$0.00
☒	UD7	Rear Park Assist with audible warning	\$0.00
☒	UDC	Display, 3.5" driver instrument information, monochromatic	\$0.00
☒	UE1	OnStar and Chevrolet connected services capable	\$0.00
☒	UE4	Following Distance Indicator	\$0.00
☒	UEU	Forward Collision Alert	\$0.00
☒	UHX	Lane Keep Assist with Lane Departure Warning	\$0.00
☒	UHY	Automatic Emergency Braking	\$0.00
☒	UKJ	Front Pedestrian Braking	\$0.00
☒	UVB	Rear Vision Camera	\$0.00
☐	VAV	LPO, All-weather floor mats, first and second row	\$0.00
☐	VF4	Ship Thru, Produced in Lansing Delta Assembly and shipped to Canfield Equipment, Warren, MI and returned to Lansing Delta.	\$0.00
☐	VI4	LPO, Premium carpeted floor mat, third row	\$0.00
☒	VK3	License plate front mounting package	\$0.00
☐	VKN	LPO, All-weather floor mats, third row	\$0.00
☐	VKU	LPO, Chrome mirror caps	\$0.00
☐	VLI	LPO, All-weather cargo mat	\$0.00
☐	VQK	LPO, Front and rear splash guards, custom molded	\$190.00
☒	VRS	LPO, Cargo shade, retractable	\$0.00
☐	VXW	LPO, Molded assist steps	W/A
☐	VYW	LPO, Premium carpeted floor mats, first and second row	\$0.00
☒	W2D	LPO, Cargo net, vertical	\$0.00
☐	WH6	LPO, Cargo net, horizontal	\$70.00
☒	YM8	LPO Processing Option	\$0.00
☒	ZCD	Tire, compact spare, T135/70R18, blackwall	\$0.00

☒ Fleet Customer Codes → Apply Fleet Customer Code

Base Price: \$33,900.00
 Total Options: \$195.00
 Total Price: \$34,095.00
 Destination Charge: \$1,195.00
TOTAL PRICE W/ DFC: \$35,290.00

MSRP 35,290.00

Sell Price

26,390.20

2,837.05

8.75

29,236.00

Tax

Tire Fee



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

9/3/2020

Quote ID: **14261**Order Cut Off Date: **TBA**

Mr David Kim
City of Montebello
1600 W Beverly Blvd
montebello, California, 90640

Dear David Kim,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2021 Chevrolet Silverado 1500 (CC10743) 2WD Crew Cab 157" LT 6.6' Box,)
and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$47,035.00	\$36,133.93	23.176 %	\$10,901.07
Tax (10.2500 %)		\$3,703.73		
Tire fee		\$8.75		
Total		\$39,846.41		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**.
Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment
terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to
call.

Sincerely,

KEVIN BUZZARD
Account Manager
Email: BUZZARD5150@GMAIL.COM
Office: (714) 264-1867
Fax: (831) 480-8497



QuickQuoteID: 14261**Name****Mr David Kim****Organization Name****City of Montebello****Address****1600 W Beverley Blvd
montebello California
90640****Upfit uploaded document**

Description Name:

There is no attachment

Configured Total MSRP Price	\$47,035.00
Sourcwell Price	\$36,133.93
Total Savings	\$10,901.07
Total % Savings	23.176 %

Pricing**Quantity****1****Keys Per Unit (2 keys comes standard per unit)****No. of Service Manuals**

Base Price	\$36,133.93
------------	-------------

Upfit Price	\$0.00
-------------	--------

Tax**Sales Tax Rate, if Non-Exempt**

10.2500 %	\$3,703.73
-----------	------------

OR**Flat Tax Amount**

Total Tire Fee	\$8.75
----------------	--------

Transportation

Total

\$39,846.41

Order Cut Off is TBA

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@NationalAutoFleetGroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**

Vehicle Configuration Options

EMISSIONS	
Code	Description
YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS
ENGINE	
Code	Description
L84	ENGINE, 5.3L ECOTEC3 V8, (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring all-new Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency
TRANSMISSION	
Code	Description
MQE	TRANSMISSION, 8-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED, with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)
AXLE	
Code	Description
GU5	REAR AXLE, 3.23 RATIO
PREFERRED EQUIPMENT GROUP	
Code	Description
1LT	LT PREFERRED EQUIPMENT GROUP, includes standard equipment
WHEELS	
Code	Description
Q5U	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) BRIGHT SILVER PAINTED ALUMINUM, (STD)
TIRES	
Code	Description
QBN	TIRES, 255/70R17 ALL-SEASON, BLACKWALL, (STD)
SPARE TIRE	
Code	Description
QBR	TIRE, SPARE 255/70R17 ALL-SEASON, BLACKWALL, (STD)
PAINT	
Code	Description
GJI	SHADOW GRAY METALLIC
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description

AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, with covered armrest storage
SEAT TRIM	
Code	Description
H0U	JET BLACK, CLOTH SEAT TRIM
RADIO	
Code	Description
IOR	AUDIO SYSTEM, CHEVROLET INFOTAINMENT 3 SYSTEM, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)
ADDITIONAL EQUIPMENT	
Code	Description
WPF	FLEET COMFORT PACKAGE, includes (A2X) 10-way power driver seat including power lumbar, (KA1) heated driver and passenger seats, (N37) manual tilt/telescoping steering column, (NP5) leather-wrapped steering wheel, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (CJ2) dual-zone automatic climate control and (C49) rear-window defogger
WPQ	BED PROTECTION PACKAGE, includes (B1J) wheel house liners and (CGN) Chevyltec spray-on bedliner
RG4	FLEET DELETE BASE CONTENT PACKAGE
KC4	COOLING, EXTERNAL ENGINE OIL COOLER
KNP	COOLING, AUXILIARY EXTERNAL TRANSMISSION OIL COOLER
KW7	ALTERNATOR, 170 AMPS
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED
CGN	CHEVYTEC SPRAY-ON BEDLINER, BLACK WITH CHEVROLET LOGO, (does not include spray-on liner on tailgate due to Black composite inner panel)
B1J	WHEELHOUSE LINERS, REAR
DPO	MIRRORS, OUTSIDE POWER-ADJUSTABLE VERTICAL TRAILERING, with heated upper glass, lower convex mirrors, integrated turn signals, clearance lamps and auxiliary lighting; manual folding/extending Includes (DD8) auto-dimming inside rearview mirror.
KA1	SEATING, HEATED DRIVER AND FRONT OUTBOARD PASSENGER
AQQ	REMOTE KEYLESS ENTRY, WITH 2 TRANSMITTERS
KI4	POWER OUTLET, INSTRUMENT PANEL, 120-VOLT, (400 watts shared with (KC9) bed mounted power outlet)
KC9	POWER OUTLET, BED MOUNTED, 120-VOLT, (400 watts shared with (KI4) instrument panel mounted power outlet)
C49	DEFOGGER, REAR-WINDOW ELECTRIC
DD8	MIRROR, INSIDE REARVIEW AUTO-DIMMING
UD7	REAR PARK ASSIST, ULTRASONIC
5H1	KEY EQUIPMENT, TWO ADDITIONAL KEYS FOR SINGLE KEY SYSTEM., Provides two additional spare keys for a total of (4).

GVWR	
Code	Description
C5H	GVWR, 6900 LBS. (3130 KG)

2021 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Crew Cab 157" LT 6.6' Box

WINDOW STICKER

2021 Chevrolet Silverado 1500 2WD Crew Cab 157" LT 6.6' Box

CODE	MODEL	MSRP
CC10743	2021 Chevrolet Silverado 1500 2WD Crew Cab 157" LT 6.6' Box	\$42,300.00
OPTIONS		
YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS	\$0.00
L84	ENGINE, 5.3L ECOTEC3 V8, (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring all-new Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency	\$1,395.00
MQE	TRANSMISSION, 8-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED, with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)	INC
GU5	REAR AXLE, 3.23 RATIO	\$0.00
1LT	LT PREFERRED EQUIPMENT GROUP, includes standard equipment	\$0.00
Q5U	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) BRIGHT SILVER PAINTED ALUMINUM, (STD)	\$0.00
QBN	TIRES, 255/70R17 ALL-SEASON, BLACKWALL, (STD)	\$0.00
QBR	TIRE, SPARE 255/70R17 ALL-SEASON, BLACKWALL, (STD)	\$0.00
GJI	SHADOW GRAY METALLIC	\$0.00
—	STANDARD PAINT	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, with covered armrest storage	INC
H0U	JET BLACK, CLOTH SEAT TRIM	\$0.00
IOR	AUDIO SYSTEM, CHEVROLET INFOTAINMENT 3 SYSTEM, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	\$0.00
WPF	FLEET COMFORT PACKAGE, includes (A2X) 10-way power driver seat including power lumbar, (KA1) heated driver and passenger seats, (N37) manual tilt/telescoping steering column, (NP5) leather-wrapped steering wheel, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (CJ2) dual-zone automatic climate control and (C49) rear-window defogger	\$1,360.00
WPQ	BED PROTECTION PACKAGE, includes (B1J) wheel house liners and (CGN) Chevytec spray-on bedliner	\$685.00
RG4	FLEET DELETE BASE CONTENT PACKAGE	(\$1,260.00)
KC4	COOLING, EXTERNAL ENGINE OIL COOLER	INC
KNP	COOLING, AUXILIARY EXTERNAL TRANSMISSION OIL COOLER	INC

KW7	ALTERNATOR, 170 AMPS	\$0.00
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED	\$275.00
CGN	CHEVYTEC SPRAY-ON BEDLINER, BLACK WITH CHEVROLET LOGO, (does not include spray-on liner on tailgate due to Black composite inner panel)	INC
B1J	WHEELHOUSE LINERS, REAR	INC
DPO	MIRRORS, OUTSIDE POWER-ADJUSTABLE VERTICAL TRAILERING, with heated upper glass, lower convex mirrors, integrated turn signals, clearance lamps and auxiliary lighting; manual folding/extending Includes (DD8) auto-dimming inside rearview mirror.	\$345.00
KA1	SEATING, HEATED DRIVER AND FRONT OUTBOARD PASSENGER	INC
AQQ	REMOTE KEYLESS ENTRY, WITH 2 TRANSMITTERS	INC
KI4	POWER OUTLET, INSTRUMENT PANEL, 120-VOLT, (400 watts shared with (KC9) bed mounted power outlet)	INC
KC9	POWER OUTLET, BED MOUNTED, 120-VOLT, (400 watts shared with (KI4) instrument panel mounted power outlet)	INC
C49	DEFOGGER, REAR-WINDOW ELECTRIC	INC
DD8	MIRROR, INSIDE REARVIEW AUTO-DIMMING	INC
UD7	REAR PARK ASSIST, ULTRASONIC	\$295.00
5H1	KEY EQUIPMENT, TWO ADDITIONAL KEYS FOR SINGLE KEY SYSTEM., Provides two additional spare keys for a total of (4).	\$45.00
C5H	GVWR, 6900 LBS. (3130 KG)	INC
Please note selected options override standard equipment		
SUBTOTAL		\$45,440.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,595.00
TOTAL PRICE		\$47,035.00
Est City: 17 (2020) MPG		
Est Highway: 24 (2020) MPG		
Est Highway Cruising Range: 576.00 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment**MECHANICAL**

Engine, 2.7L Turbo (310 hp [231 kW] @ 5600 rpm, 348 lb-ft of torque [471 Nm] @ 1500 rpm) (Not available with (Z71) Z71 Off-Road Package.)
Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L3B) 2.7L Turbo engine or (L84) 5.3L EcoTec3 V8 engine.)
Rear axle, 3.42 ratio (Included with (L84) 5.3L EcoTec3 V8 engine and (NHT) Max Trailering Package.)
Durabed, pickup bed
GVWR, 6800 lbs. (3084 kg) (Requires 2WD model with (L3B) 2.7L Turbo engine or Double Cab 2WD model with (L84) 5.3L EcoTec3 V8 engine.)
Automatic Stop/Start
Auto-locking rear differential (Deleted when (RG6) Auto-locking rear differential Delete is ordered.)
Rear wheel drive
Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L3B) 2.7L Turbo engine or (L84) 5.3L EcoTec3 V8 engine.)
Alternator, 220 amps (Included and only available with (L3B) 2.7L Turbo engine, (LM2) Duramax 3.0L Turbo-Diesel I6 engine, (VYU) Snow Plow Prep Package or (NHT) Max Trailering Package.)
Frame, fully-boxed, hydroformed front section
Steering, Electric Power Steering (EPS) assist, rack-and-pinion
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill
Exhaust, single outlet

EXTERIOR

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum
Tires, 255/70R17 all-season, blackwall
Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.)
Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
Bumper, front chrome
Bumper, rear chrome
CornerStep, rear bumper

Cargo tie downs (12), fixed rated at 500 lbs per corner
Grille (Chrome bars with high gloss Black mesh inserts.)
Headlamps, LED reflector with LED signature Daytime Running Lamps
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Deleted when (RG4) Fleet Delete Base Content Package is ordered.)
Taillamps, with incandescent tail, stop and reverse lights
Mirrors, outside heated power-adjustable (When (PQB) Safety Package is ordered, includes Perimeter Lighting.)
Mirror caps, chrome (Not available with (DPO) trailering mirrors.)
Glass, deep-tinted
Door handles, body-color
Tailgate and bed rail protection cap, top
Tailgate, gate function manual with EZ Lift includes power lock and release

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable.
SiriusXM Radio enjoy an All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)
Audio system feature, 6-speaker system
Bluetooth for phone, connectivity to vehicle infotainment system
4G LTE Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

INTERIOR

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (Deleted when (RG4) Fleet Delete Base Content Package is ordered.)
Seat trim, Cloth

Seat adjuster, driver 10-way power including lumbar (Included with (WPF) Fleet Comfort Package. Deleted when (RG4) Fleet Delete Base Content Package is ordered.)
Seat adjuster, passenger 4-way manual
Seating, heated driver and front outboard passenger (Deleted with (RG4) Fleet Delete Base Content Package when (WPF) Fleet Comfort Package is not ordered.)
Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)
Floor covering, color-keyed carpeting
Floor mats, rubberized vinyl, front (Deleted when (BKF) Floor liners or LPO floor liners are ordered.)
Floor mats, rubberized-vinyl rear (Deleted when (BKF) Floor liners or LPO floor liners are ordered.)
Steering wheel, leather-wrapped (Deleted with (RG4) Fleet Delete Base Content Package when (WPF) Fleet Comfort Package is not ordered.)
Steering wheel, heated (Deleted when (RG4) Fleet Delete Base Content Package is ordered.)
Steering wheel audio controls
Steering column, manual tilt and telescoping (Deleted with (RG4) Fleet Delete Base Content Package when (WPF) Fleet Comfort Package is not ordered.)
Steering column, lock control, electrical (Deleted when (RG4) Fleet Delete Base Content Package is ordered.)
Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 4.2" diagonal color display includes driver personalization
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Rear Seat Reminder
Window, power front, drivers express up/down
Window, power front, passenger express down
Windows, power rear, express down
Door locks, power
Remote vehicle starter system
Keyless Open and Start (Deleted when (RG4) Fleet Delete Base Content Package is ordered.)
Cruise control, electronic with set and resume speed, steering wheel-mounted
Theft-deterrent system, unauthorized entry
Power outlet, front auxiliary, 12-volt
USB ports, 2 (first row) located on instrument panel
Power outlet, rear auxiliary, 12-volt (Deleted when (RG4) Fleet Delete Base Content Package is ordered.)
USB ports, dual, charge-only (2nd row) (Deleted when (RG4) Fleet Delete Base Content Package is ordered.)

Air conditioning, dual-zone automatic climate control (Deleted when (RG4) Fleet Delete Base Content Package is ordered and replaced with (C4P) semi-automatic air conditioning. Included with (WPF) Fleet Comfort Package.)
Air vents, rear, heating/cooling
Defogger, rear-window electric
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

SAFETY

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Daytime Running Lamps with automatic exterior lamp control
Airbags, dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
Rear Vision Camera
Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted when (RG5) (Z82) Trailering Package Delete is ordered.)
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

PACKAGE

Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Deleted when (RG5) (Z82) Trailering Package Delete is ordered.)
All Star Edition (Dealers in the following states may order (TUF) Texas Edition badging: Arkansas, Louisiana, New Mexico, Oklahoma and Texas.)
Convenience Package includes (CJ2) dual-zone automatic climate control, (A2X) 10-way power driver seat including power lumbar, (KA1) heated driver and passenger seats, (NP5) leather-wrapped steering wheel, (KI3) heated steering wheel and (N37) manual tilt/telescoping steering column (Includes (USS) 2 charge-only USB ports for second row, (C49) rear-window defogger, (KPA) auxiliary power outlet, (AVJ) Keyless Open and Start,

(N06) steering column lock, (BTV) Remote Start, (UTJ) content theft alarm, (AZ3) front 40/20/40 split-bench with under-seat storage and (UF2) bed LED cargo area lighting.) (Includes (USS) 2 charge-only USB ports for second row, (C49) rear-window defogger, (KPA) auxiliary power outlet, (AVJ) Keyless Open and Start, (N06) steering column lock, (BTV) Remote Start, (UTJ) content theft alarm, (AZ3) front 40/20/40 split-bench with under-seat storage and (UF2) bed LED cargo area lighting. Deleted when (RG4) Fleet Delete Base Content Package is ordered.)



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

September 3, 2020

Lieutenant David Kim
 City of Montebello Police Department
 1600 W Beverley Blvd
 Montebello, Ca 90640
 Delivery Via Email

Dear Lieutenant Kim,
 In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Montebello, new/unused 2020 / 2021 Honda Pilot AWD LX (YF6H1LEW) responding to your requirement with the attached specifications for \$33,747.60 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	One Unit MSRP	One Unit	Total Savings	Total Savings
2020 / 2021 Honda				
Pilot AWD LX	34,770.00	33,747.00	2.94%	1,023.00
Sub Total		33,747.00		
Sales Tax		3,459.07		
Tire Tax		8.75		
Total		37,214.82		

Delivery 120-150 days ARO
 Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
 National Law Enforcement Sales Manager
 National Auto Fleet Group
 Wondries Fleet Group
 626-457-5590 O
 714-264-1867 C
 626-380-1174 F
Buzzard5150@gmail.com





Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Honda Pilot (YF6H1LEW) LX AWD





Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparator's input is subject to the accuracy of the input provided. Data Version: 11782, Data updated Sep 2, 2020 10:37:00 PM PDT

**Wondries Fleet Group / National Auto Fleet Group**

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Honda Pilot (YF6H1LEW) LX AWD ( Complete)**Price Summary****PRICE SUMMARY**

Base Price

Total Options

Vehicle Subtotal

Destination Charge

Grand Total

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Vehicle: [Fleet] 2020 Honda Pilot (YF6H1LEW) LX AWD ( Complete)

Selected Model and Options
MODEL

CODE	MODEL
YF6H1LEW	2020 Honda Pilot LX AWD

COLORS

CODE	DESCRIPTION
GX	Modern Steel Metallic

PRIMARY PAINT

CODE	DESCRIPTION
GX	Modern Steel Metallic

SEAT TRIM

CODE	DESCRIPTION
GR	Gray, Cloth Seat Trim

Options Total

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Vehicle: [Fleet] 2020 Honda Pilot (YF6H1LEW) LX AWD ( Complete)

Standard Equipment

Mechanical

Engine: 3.5L V6 24-Valve SOHC i-VTEC
 Transmission w/Driver Selectable Mode
 Transmission: 6-Speed Automatic
 Automatic Full-Time All-Wheel
 4.25 Axle Ratio
 Battery w/Run Down Protection
 1 Skid Plate
 GVWR: 5,842 lbs
 Gas-Pressurized Shock Absorbers
 Front And Rear Anti-Roll Bars
 Electric Power-Assist Speed-Sensing Steering
 19.5 Gal. Fuel Tank
 Single Stainless Steel Exhaust
 Permanent Locking Hubs
 Strut Front Suspension w/Coil Springs
 Multi-Link Rear Suspension w/Coil Springs
 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels w/Machined Accents
 Wheels: 18" Alloy
 Tires: 245/60R18 105H AS
 Steel Spare Wheel
 Compact Spare Tire Stored Underbody w/Crankdown
 Clearcoat Paint
 Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
 Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
 Black Bodyside Cladding and Black Wheel Well Trim
 Chrome Side Windows Trim and Black Front Windshield Trim
 Black Door Handles
 Black Power Side Mirrors w/Manual Folding
 Fixed Rear Window w/Fixed Interval Wiper and Defroster

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Vehicle: [Fleet] 2020 Honda Pilot (YF6H1LEW) LX AWD ( Complete)

Exterior

Deep Tinted Glass
 Speed Sensitive Variable Intermittent Wipers
 Galvanized Steel/Aluminum Panels
 Lip Spoiler
 Chrome Grille
 Liftgate Rear Cargo Access
 Tailgate/Rear Door Lock Included w/Power Door Locks
 Fully Automatic Projector Beam Led Low Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off
 LED Brakelights

Entertainment

Radio w/Seek-Scan, Clock and Steering Wheel Controls
 Radio: 215-Watt Audio System -inc: 7 speakers, subwoofer, 5" color LCD screen, 1.0-amp USB audio interface in center console (1 port), Bluetooth HandsFreeLink, Bluetooth streaming audio, MP3/auxiliary input jack, Radio Data System (RDS), Speed-Sensitive Volume Compensation (SVC) and 2.5-amp USB charging port in center console (1 port)
 Fixed Antenna
 2 LCD Monitors In The Front

Interior

6-Way Driver Seat -inc: Manual Recline, Height Adjustment and Fore/Aft Movement
 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
 60-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat w/Manual Fore/Aft
 Manual Tilt/Telescoping Steering Column
 Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
 Power Rear Windows and Fixed 3rd Row Windows
 Front Bucket Seats -inc: head restraints at all seating positions
 Fixed 60-40 Split-Bench 3rd Row Seat Front, Manual Fold Into Floor, Manual and Adjustable Head Restraint
 Front Cupholder
 Rear Cupholder
 Proximity Key For Push Button Start Only
 Valet Function
 Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
 Remote Releases -Inc: Mechanical Fuel
 Cruise Control w/Steering Wheel Controls

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Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Honda Pilot (YF6H1LEW) LX AWD (Complete)

Interior

Distance Pacing

Manual Air Conditioning

HVAC -inc: Underseat Ducts, Headliner/Pillar Ducts and Console Ducts

Illuminated Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Chrome/Metal-Look Interior Accents

Full Cloth Headliner

Cloth Door Trim Insert

Urethane Gear Shifter Material

Cloth Seat Trim

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats

Carpet Floor Trim

Cargo Area Concealed Storage

Cargo Space Lights

FOB Controls -inc: Windows

Instrument Panel Bin, Interior Concealed Storage, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Systems Monitor

Trip Computer

Digital/Analog Display

Manual Adjustable Rear Head Restraints

Front Center Armrest and Rear Center Armrest w/Storage

1 Seatback Storage Pocket

Perimeter Alarm

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Vehicle: [Fleet] 2020 Honda Pilot (YF6H1LEW) LX AWD ( Complete)

Interior

Engine Immobilizer

2 12V DC Power Outlets

Air Filtration

Safety-Mechanical

VSA Electronic Stability Control (ESC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Collision Mitigation Braking System (CMBS) + FCW

Lane Keeping Assist System (LKAS) Lane Keeping Assist

Lane Keeping Assist System (LKAS) Lane Departure Warning

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st, 2nd And 3rd Row Airbags

Airbag Occupancy Sensor

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera

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Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Honda Pilot (YF6H1LEW) LX AWD (Complete)

Window Sticker

SUMMARY

[Fleet] 2020 Honda Pilot (YF6H1LEW) LX AWD

MSRP:\$33,650.00

Interior:Gray, Cloth Seat Trim

Exterior 1:Modern Steel Metallic

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
YF6H1LEW	[Fleet] 2020 Honda Pilot (YF6H1LEW) LX AWD	\$33,650.00
OPTIONS		
GR	Gray, Cloth Seat Trim	\$0.00
GX	Modern Steel Metallic	\$0.00
SUBTOTAL		\$33,650.00
Adjustments Total		\$0.00
Destination Charge		\$1,120.00
TOTAL PRICE		\$34,770.00

FUEL ECONOMY

Est City:18 MPG

Est Highway:26 MPG

Est Highway Cruising Range:507.00 mi

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Prepared for: Mr. Rene Bobadilla, City Manager, City of Montebello
400 West Taylor Avenue
Montebello, CA 90640
Office: 323-887-1200
Email: rbobadilla@cityofmontebello.com

2020 Escape PHEV 4dr FWD SE (U0E)

Price Level: 45



Client Proposal

Prepared by:
CHRISTOPHER PRATT
Office: 562-426-3301
Quote ID: 092320U0E
Date: 09/24/2020



Caruso Ford | 3500 Cherry Avenue, Long Beach, California, 908074914
Office: 562-426-3301

Prepared for: Mr. Rene Bobadilla

City Manager, City of Montebello

Prepared by: CHRISTOPHER PRATT

09/24/2020

Caruso Ford | 3500 Cherry Avenue Long Beach California | 908074914

**2020 Escape PHEV 4dr FWD SE (U0E)**

Price Level: 45 | Quote ID: 092320U0E

As Configured Vehicle

Code	Description	MSRP
U0E	Base Vehicle Price (U0E)	\$33,040.00
600A	Equipment Group 600A <i>Includes:</i> - Engine: 2.5L iVCT Atkinson Cycle I-4 Hybrid - Transmission: eCVT - 2.91 Axle Ratio - GVWR: TBD - Tires: 225/60R18 AS BW - Wheels: 18" Machined Aluminum - Heated Unique Cloth Front Bucket Seats Includes 10-way power driver seat (includes power lumbar and power recline) and 4-way manual front passenger (fore/aft with manual recline). - Radio: AM/FM Stereo Includes 6 speakers, speed compensated volume and SiriusXM radio with a 6 month prepaid subscription. Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com . All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc. - SYNC 3 Communications & Entertainment System Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple CarPlay, Android Auto compatibility and 2 smart-charging USB ports. - FordPass Connect Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a complimentary trial subscription of 3 months or 3 gigabytes - whichever comes first. Wireless service plan required after trial subscription ends. Visit www.att.com/ford to start complimentary trial and sign up for a wireless service plan). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (Includes service for 1 year from the vehicle sale date as recorded by the dealer).	N/C
99Z	Engine: 2.5L iVCT Atkinson Cycle I-4 Hybrid	Included
445	Transmission: eCVT	Included
STDAX	2.91 Axle Ratio	Included
STDGV	GVWR: TBD	Included
STDTR	Tires: 225/60R18 AS BW	Included
STDWL	Wheels: 18" Machined Aluminum	Included
51U	Mini Spare Wheel <i>Includes mini spare tire, wheel nut wrench and jack.</i>	\$195.00
4	Heated Unique Cloth Front Bucket Seats <i>Includes 10-way power driver seat (includes power lumbar and power recline) and 4-way manual front passenger (fore/aft with manual recline).</i>	Included
PAINT	Monotone Paint Application	STD
106WB	106" Wheelbase	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Rene Bobadilla

City Manager, City of Montebello

Prepared by: CHRISTOPHER PRATT

09/24/2020

ATTACHMENT A



Caruso Ford | 3500 Cherry Avenue Long Beach California | 908074914

2020 Escape PHEV 4dr FWD SE (U0E)

Price Level: 45 | Quote ID: 092320U0E

As Configured Vehicle (cont'd)

Code	Description	MSRP
STDRD	Radio: AM/FM Stereo SiriusXM service is not available in Alaska and Hawaii. <i>Includes 6 speakers, speed compensated volume and SiriusXM radio with a 6 month prepaid subscription. Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i> <i>Includes:</i> - SYNC 3 Communications & Entertainment System Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple CarPlay, Android Auto compatibility and 2 smart-charging USB ports. - FordPass Connect Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a complimentary trial subscription of 3 months or 3 gigabytes - whichever comes first. Wireless service plan required after trial subscription ends. Visit www.att.com/ford to start complimentary trial and sign up for a wireless service plan). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (Includes service for 1 year from the vehicle sale date as recorded by the dealer).	Included
50Q	Cargo Mat	\$90.00
425	50-State Emissions System	STD
4H_01	Dark Earth Gray	N/C
YZ_01	Oxford White	N/C
SUBTOTAL		\$33,325.00
Destination Charge		\$1,245.00
TOTAL		\$34,570.00

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Prepared for: Mr. Rene Bobadilla

City Manager, City of Montebello

Prepared by: CHRISTOPHER PRATT

09/24/2020

Caruso Ford | 3500 Cherry Avenue Long Beach California | 908074914



2020 Escape PHEV 4dr FWD SE (U0E)

Price Level: 45 | Quote ID: 092320U0E

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$33,040.00
Options & Colors		\$285.00
Upfitting		\$0.00
Destination Charge		\$1,245.00
<i>Discount Adjustments</i>		-\$2,000.00
Subtotal		\$32,570.00
<i>Sales Taxes</i>		
Code	Description	
CA Sales Tax.		\$3,012.73
Total		\$35,582.73

 Customer Signature

 Acceptance Date

Silverado

jay mccartney
CHEVROLET of MONTEBELLO

ATTENTION ALL USERS: When using Order Workbench (OWB), please DO NOT disable pop-up windows functionality. OWB uses pop-up windows to display business critical alerts, confirmations and warning messages while in transactions. For assistance, contact the OWB Help Desk at 1-888-337-1010

jvm009 Logout

ORDER Workbench Main > Order Vehicles > Configure a New Vehicle: Choose Options

PLAN & FORECAST ORDER VEHICLES MANAGE INVENTORY LOCATE VEHICLES DELIVER VEHICLES REPORTS & TOOLS

Configure a New Vehicle: Choose Options

Choose Model Choose Options Customer/Other Info View Summary

MY CONFIGURATION

Choose the options that are available for the selected PEG, and then click "Next: Configuration Summary". Click "Cancel" to cancel the entire configuration. You can see what changes you have made to the original PEG by expanding the "Options Added and Removed" section and view the "As Configured" pricing in the "My Configuration" box.

2021 CHEVROLET TRUCK
CLDCRW - CC10743 - 1500
Silverado: Crew Cab 2WD

PEG: 1LT

Date: Entry FLT Fleet
Order Type: FBC-Fleet Political
Subdivision

Options Added and Removed

* indicates a required field

Select Vehicle Options

--> View Weekly Constraints Report (Retail)

Expand / Collapse All Options

RELATED LINKS

View List of All Options and
Their Detailed Descriptions
US On-Line Order/Reference
Guide

Select	Option Code	Description	MSRP	None
Primary Color* [GJI]				
☐	G1W	Iridescent Pearl Tricoat	\$895.00	
☐	G7C	Red Hot	\$0.00	
☐	G9K	Satin Steel Metallic	\$0.00	
☐	GA0	Northsky Blue Metallic	\$0.00	
☐	GAN	Silver Ice Metallic	\$0.00	
☐	GAZ	Summit White	\$0.00	
☐	G88	Mosaic Black Metallic	\$0.00	
☐	GBA	Black	\$0.00	
☒	GJI	Shadow Gray Metallic	\$0.00	
☐	GNK	Oxford Brown Metallic	\$0.00	
☐	GSK	Cherry Red Tricoat	\$495.00	
Trim* [H0U]				
☒	H0U	Jet Black, Cloth seat trim	\$0.00	
☐	H0Y	Jet Black, Leather-appointed front outboard seating positions	\$0.00	
☐	H1T	Jet Black, Cloth seat trim	\$0.00	
☐	H2G	Jet Black, Vinyl seat trim	\$0.00	
☐	HV5	Gideon/Very Dark Atmosphere, Cloth seat trim	\$0.00	
☐	HVC	Gideon/Very Dark Atmosphere, Leather-appointed front outboard seating positions	\$0.00	
GVWR [C5H]				
☒	C5H	GVWR, 6900 lbs. (3130 kg)	\$0.00	
☐	C5U	GVWR, 6800 lbs. (3084 kg)	\$0.00	
☐	C5Y	GVWR, 7100 lbs. (3221 kg)	\$0.00	
Engine* [L84]				
☐	L3B	Engine, 2.7L Turbo	\$0.00	
☐	L82	Engine, 5.3L EcoTec3 V8	\$1,395.00	
☒	L84	Engine, 5.3L EcoTec3 V8	\$1,395.00	
☐	LV3	Engine, 4.3L EcoTec3 V6	\$0.00	
Transmission* [MQE]				
☒	MQE	Transmission, 8-speed automatic, electronically controlled	\$0.00	
☐	MYC	Transmission, 6-speed automatic, electronically controlled	\$0.00	
Emissions [YF5]				
☐	FE9	Emissions, Federal requirements	\$0.00	
☐	NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00	
☒	YF5	Emissions, California state requirements	\$0.00	

Rear Axle [GU5]			
☒	GU5	Rear axle, 3.23 ratio	\$0.00
☐	GU6	Rear axle, 3.42 ratio	\$0.00
Tires [QBN]			
☐	QAB	Tires, 275/60R20 all-season, blackwall	\$0.00
☐	QAE	Tires, 275/60R20SL all-terrain, blackwall	\$200.00
☒	QBN	Tires, 255/70R17 all-season, blackwall	\$0.00
☐	QDF	Tires, 265/65R18SL all-season, blackwall	\$0.00
☐	QDS	Tires, 265/65R18SL all-terrain, white outlined letter	\$350.00
☐	QDV	Tires, 265/70R17 all-terrain, blackwall	\$200.00
☐	RC5	Tires, LT265/70R17C all-terrain, blackwall	\$395.00
☐	XCE	Tires, 275/50R22SL all-season, blackwall	\$0.00
☐	XCK	Tires, 265/65R18SL all-terrain, blackwall	\$200.00
Wheels [Q5U]			
☐	PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum	\$300.00
☒	Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum	\$0.00
☐	RBR	Wheels, 22" transit steel wheels for LPO 22" wheels and tires	\$0.00
☐	RD4	Wheels, 20" x 9" (50.8 cm x 22.9 cm) Painted aluminum	\$1,100.00
☐	RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel	-\$200.00
Radio [IOR]			
☒	IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
☐	IOS	Audio system, Chevrolet Infotainment 3 Plus system	\$0.00
Seats* [AE7]			
☒	AE7	Seats, front 40/20/40 split-bench	\$0.00
☐	AZ3	Seats, front 40/20/40 split-bench	\$0.00
Ship-Through Codes			
☐	A4I	Ship Thru, Produced in Ft. Wayne Assembly and shipped to Brand FX Body Company and returned to Ft. Wayne Assembly for shipping to final destination.	\$0.00
☐	A6T	Ship Thru, Produced in Silao, Mexico and shipped to General Truck Body, Arlington, TX. Returned to Arlington Assembly for shipping to final destination.	\$0.00
☐	AND	Ship Thru, Produced in Ft. Wayne Assembly and shipped to Canfield Equipment in Warren, MI. Returned to Lansing Delta Assembly for shipping to final destination.	\$0.00
☐	B17	Ship Thru, Produced in Ft. Wayne Assembly and shipped to Adrian Steel in Wentzville, MO. Returned to Wentzville Assembly for shipping to final destination.	\$0.00
☐	CJD	Ship Thru, Produced in Ft. Wayne Assembly and shipped to Reading Truck Equipment, Pontiac MI, and returned to Flint Assembly for shipping to final destination.	\$0.00
☐	GEZ	HANDLING CHARGE FROM SILAO ASM, TO KERR IND. ARLINGTON, TX. TO COP PER TRANSPORT ARLINGTON ASM. PLANT	\$0.00
☐	TBR	Ship Thru, Produced in Ft. Wayne Assembly and shipped to ECO Vehicle Systems, Union City, Indiana. Returned to Ft. Wayne Assembly for shipping to final destination.	\$0.00
☐	TCM	Ship Thru, Produced in Ft. Wayne Assembly and shipped to Monroe Truck Equipment, Flint, MI. Returned to Flint Assembly for shipping to final destination.	\$0.00
☐	TRE	Ship Thru, Produced in Ft. Wayne Assembly and shipped to Ft. Wayne Fleet Equipment in Roanoke, IN. Returned to Ft. Wayne Assembly for shipping to final destination.	\$0.00
☐	TVY	Ship Thru, Produced and shipped to Anchorage VDC then to TK Services and returned to Anchorage VDC for shipping to final destination	\$0.00
☐	TW3	Ship Thru, Produced in Silao and shipped to Brand FX, Ft. Worth, TX. Returned to Arlington Assembly for shipping to final destination.	\$0.00
☐	VCM	Ship Thru, Produced in Ft. Wayne Assembly and shipped to NBC Truck Equipment, Flint, MI. Returned to Flint Assembly for shipping to final destination.	\$0.00
☐	VCO	Ship Thru, for Orders with (CGN) Spray-on Bedliner, Produced in Ft. Wayne Assembly and shipped to Knapheide Truck Equipment, Flint, MI and returned to Flint Assembly for shipping to final destination	\$0.00
☐	VDE	Ship Thru, Produced in Ft. Wayne Assembly and shipped to Knapheide Truck Equipment, Flint, MI and returned to Flint Assembly for shipping to final destination.	\$0.00
☐	VDT	Ship Thru, for Orders with (CGN) Spray-on Bedliner, Produced in Ft. Wayne Assembly and shipped to Auto	\$0.00

☐	VI1	Truck Group, Roanoke, IN and returned to Ft. Wayne Assembly for shipping to final destination Ship Thru, Produced in Silao, Mexico and shipped to Auto Truck Ft. Worth, TX. Returned to Arlington Assembly for shipping to final destination.	\$0.00
☐	VKZ	Ship Thru, Produced in Silao Assembly and shipped to Kerr Industries. Returned to Arlington Assembly for shipping to final destination.	\$0.00
☐	VYC	Ship Thru, for Orders with (CGN) Spray-on Bedliner, Produced in Ft. Wayne Assembly and shipped to Monroe Truck Equipment, Flint, MI and returned to Flint Assembly for shipping to final destination	\$0.00
☐	VYS	Ship Thru, for Orders with (CGN) Spray-on Bedliner, Produced in Ft. Wayne Assembly and shipped to Reading Truck Equipment, Pontiac, MI and returned to Flint Assembly for shipping to final destination	\$0.00
☐	WEZ	Ship Thru, Produced in Silao, Mexico and shipped to Knapheide Red Oak, TX. Returned to Arlington Assembly for shipping to final destination.	\$0.00

Additional Options

FLEET MANAGEMENT COMPANIES

☐	R6A	ARI	\$0.00
☐	R6R	Donlen Corp	\$0.00
☐	R6T	Emkay	\$0.00
☐	R6U	GE	\$0.00
☐	R7A	Enterprise Fleet	\$0.00
☐	R7G	LeasePlan	\$0.00
☐	R7H	Mike Albert	\$0.00
☐	R7W	PHH	\$0.00
☐	R8N	Wheels	\$0.00

LPO WHEELS

☐	SEV	LPO, 22" (55.9 cm) 6-spoke Low Gloss Black wheels with machined accents	\$2,995.00
☐	SEW	LPO, 22" (55.9 cm) 5-spoke Dark Silver aluminum wheels with Chrome inserts	\$2,995.00
☐	SEZ	LPO, 22" (55.9 cm) Carbon flash metallic wheels	\$2,995.00
☐	SF0	LPO, 22" (55.9 cm) Bright chrome wheels	\$2,995.00
☐	SF1	LPO, 22" (55.9 cm) Bright Chrome wheels	\$2,995.00
☐	SGM	LPO, 22" (55.9 cm) High Gloss Black wheels	\$2,995.00

MIRROR O/S

☐	DLF	Mirrors, outside heated power-adjustable	\$0.00
☒	DPO	Mirrors, outside power-adjustable vertical trailing	\$345.00

OnStar

☐	R8P	OnStar 33 Addl Mnths Safe / Secure / Remote Access	W/A
☐	R8W	OnStar 2 Additional Yrs of OnStar Safe and Sound	W/A

STEPS, RUNNINGBOARD

☐	BVT	Assist steps, Chrome, wheel to wheel	\$700.00
☐	RVQ	LPO, Black tubular assist steps, 6" rectangular	\$775.00
☐	RVS	LPO, Assist steps - 4" Black - round	W/A
☐	S6L	LPO, Off-road assist steps	\$965.00
☐	VQO	LPO, Black work step	\$450.00
☐	VXH	LPO, Assist steps, chromed tubular, 8" rectangular	\$775.00
☐	VXJ	LPO, Assist steps - 4" chromed round	\$775.00

TIRE SPARE

☐	QAQ	Tire, spare 255/80R17SL all-season, blackwall	\$0.00
☒	QBR	Tire, spare 255/70R17 all-season, blackwall	\$0.00
☐	RHM	Tire, spare, LT265/70R17, all-terrain, blackwall	\$0.00
☐	XCQ	Tire, spare 265/70R17SL all-season, blackwall	\$0.00

Other

☐	5W4	Special Service Package	\$550.00
☐	9L7	Upfilter switch kit, (5)	\$150.00
☒	A2X	Seat adjuster, driver 10-way power including lumbar	\$0.00
☐	A48	Window, power, rear sliding	\$0.00
☒	AKO	Glass, deep-tinted	\$0.00
☒	AQO	Remote Keyless Entry, with 2 transmitters	\$0.00

☒	AU3	Door locks, power	\$0.00
☐	AVJ	Keyless Open and Start	\$0.00
☒	B1J	Wheelhouse liners, rear	\$0.00
☒	B30	Floor covering, color-keyed carpeting	\$0.00
☐	B59	Remote Start Package	\$300.00
☐	BAQ	Work Truck Package	\$175.00
☐	BG9	Floor covering, rubberized-vinyl	\$0.00
☐	BKF	Floor liners, with removable carpet inserts, front	\$210.00
☐	BTV	Remote vehicle starter system	\$0.00
☒	C49	Defogger, rear-window electric	\$0.00
☐	C4P	Air conditioning, single-zone manual, semi-automatic	\$0.00
☒	CGN	Chevytec spray-on bedliner, Black with Chevrolet logo	\$0.00
☒	CJ2	Air conditioning, dual-zone automatic climate control	\$0.00
☐	CXH	Leather Package	\$985.00
☒	DD8	Mirror, inside rearview auto-dimming	\$0.00
☐	DP6	Mirror caps, painted	\$0.00
☒	E63	Durabed, pickup bed	\$0.00
☐	FHS	E85 FlexFuel capable of running on unleaded or up to 85% ethanol	\$100.00
☒	G80	Auto-locking rear differential	\$0.00
☒	JL1	Trailer brake controller, integrated	\$275.00
☐	K05	Engine block heater	\$100.00
☒	K34	Cruise control, electronic	\$0.00
☐	K47	Air filter, heavy-duty	WA
☒	KA1	Seating, heated driver and front outboard passenger	\$0.00
☒	KC4	Cooling, external engine oil cooler	\$0.00
☐	KI3	Steering wheel, heated	\$0.00
☒	KI4	Power outlet, instrument panel, 120-volt	\$0.00
☒	KNP	Cooling, auxiliary external transmission oil cooler	\$0.00
☐	KSG	Adaptive Cruise Control	\$0.00
☐	KW5	Alternator, 220 amps	\$0.00
☒	KW7	Alternator, 170 amps	\$0.00
☒	N37	Steering column, manual tilt and telescoping	\$0.00
☐	NB8	Emissions override, California	\$0.00
☐	NB9	Emissions override, state-specific	\$0.00
☐	NC7	Emissions override, Federal	\$0.00
☐	NHT	Max Trailering Package	\$1,125.00
☒	NP5	Steering wheel, leather-wrapped	\$0.00
☐	NZZ	Skid Plates	WA
☐	P0J	OnStar Additional 21 months of OnStar Fleet Safety and Security.	\$0.00
☐	P0K	OnStar Additional 33 months of OnStar Fleet Safety and Security.	\$0.00
☐	P0L	OnStar Additional 45 months of OnStar Fleet Safety and Security.	\$0.00
☐	P0M	OnStar Additional 21 months of OnStar Fleet Remote Access.	\$0.00
☐	P0N	OnStar Additional 33 months of OnStar Fleet Remote Access.	\$0.00
☐	P0O	OnStar Additional 45 months of OnStar Fleet Remote Access.	\$0.00
☐	P0V	OnStar Vehicle Insights - 1 year of Service.	\$0.00
☐	P0W	OnStar Vehicle Insights - 2 years of Service.	\$0.00
☐	P0X	OnStar Vehicle Insights - 3 years of Service.	\$0.00
☐	P0Y	OnStar Vehicle Insights - 4 years of Service.	\$0.00
☐	P0Z	OnStar Vehicle Insights - 5 years of Service.	\$0.00
☐	P1R	OnStar Additional 9 months of OnStar Assurance for Tier3 Fleets.	\$0.00
☐	P1S	OnStar Additional 21 months of OnStar Assurance for Tier3 Fleets.	\$0.00
☐	P1T	OnStar Additional 33 months of OnStar Assurance for Tier3 Fleets.	\$0.00
☐	P1U	OnStar Additional 45 months of OnStar Assurance for Tier3 Fleets.	\$0.00
☐	PCL	Convenience Package	\$0.00
☐	PCM	Convenience Package II	\$1,025.00

☐		
☐	PCV	WT Convenience Package W/A
☐	PDB	LPO, Dark Essentials Package \$445.00
☐	PDC	LPO, Performance Upgrade Package \$1,875.00
☐	PDD	All Star Edition Plus \$2,125.00
☐	PDJ	Safety Package II \$1,045.00
☐	PDP	Texas Edition Plus \$2,125.00
☐	PDQ	LPO, Liner Protection Package \$325.00
☐	PDU	All Star Edition \$0.00
☐	PDV	LPO, Chrome Package \$275.00
☐	PEA	T1 Processing Option \$0.00
☐	PEB	WT Value Package W/A
☐	PEF	Work Truck 2.7L Fleet Package \$650.00
☐	PQA	WT Safety Package \$1,140.00
☐	PQB	Safety Package \$940.00
☐	PR6	SiriusXM Radio Additional 9 months of the SiriusXM All Access Package. \$0.00
☐	PR7	SiriusXM Radio Additional 21 months of the SiriusXM All Access Package. \$0.00
☐	PR8	SiriusXM Radio Additional 33 months of the SiriusXM All Access Package. \$0.00
☐	PTT	Trailer Tire Pressure Monitor Sensors \$50.00
☐	PZ8	Hitch Guidance with hitch view \$0.00
☒	QK1	Standard Tailgate \$0.00
☒	QT5	Tailgate, gate function manual with EZ Lift \$0.00
☐	QT6	Tailgate, gate function power up/down \$185.00
☐	R6J	Ship Thru Code Acknowledgement \$0.00
☐	R6L	Override for GAM orders \$0.00
☐	R6P	Fleet Customer \$0.00
☐	R6Y	OPD / Focused Ordering Configuration Not Desired \$0.00
☐	R7O	Seat, Cloth Rear with Storage Package \$225.00
☐	R7Z	OnStar Additional 57 months of OnStar Assurance for Tier3 Fleets. \$0.00
☐	R8U	Merchants FMC \$0.00
☐	R9Q	Processing Option \$0.00
☐	R9Y	Fleet Free Maintenance Credit. -\$45.00
☐	RFQ	Focused Ordering Configuration \$0.00
☒	RG4	Fleet LT Base Content Package Delete -\$1,280.00
☐	RG5	(Z82) Fleet LT Trailing Package Delete -\$395.00
☐	RG6	(G80) Fleet LT Auto-locking rear differential Delete -\$395.00
☐	RGE	Safety Confidence Package W/A
☐	RIA	LPO, All-weather floor liners \$210.00
☐	RIK	LPO, Black nameplates \$0.00
☐	RPP	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Black painted steel \$300.00
☐	RW9	LPO, Bedside storage boxes \$1,250.00
☐	S3U	LPO, Fog lamps, front, LED \$450.00
☐	S41	LPO, Rear wheelhouse liners \$0.00
☒	SAF	Tire carrier lock, keyed cylinder lock \$0.00
☐	SB7	LPO, Black tailgate lettering \$0.00
☐	SFE	LPO, Wheel locks, set of 4 \$75.00
☐	SFZ	LPO, Black Bowtie Emblem, front \$165.00
☐	SNR	Seat, Up-level Rear with Storage Package \$0.00
☐	TUF	Badging, Texas Edition \$0.00
☐	U1D	Advanced Trailing System \$0.00
☒	U2K	SiriusXM Radio \$0.00
☐	U2L	HD Radio \$0.00
☒	UD7	Rear Park Assist, Ultrasonic \$295.00
☒	UDD	Driver Information Center, 4.2" diagonal color display \$0.00
☒	UE1	OnStar and Chevrolet connected services capable \$0.00
☐	UEU	Forward Collision Alert \$0.00

☐			
☐	UF2	LED Cargo Area Lighting	\$0.00
☐	UG1	Universal Home Remote	\$0.00
☐	UHY	Automatic Emergency Braking	\$0.00
☒	UK3	Steering wheel audio controls	\$0.00
☐	UKJ	Front Pedestrian Braking	\$0.00
☐	UTJ	Theft-deterrent system, unauthorized entry	\$0.00
☐	UVB	HD Rear Vision Camera	\$0.00
☒	UVC	Rear Vision Camera	\$0.00
☐	UVN	Bed View Camera	\$250.00
☒	V46	Bumper, front chrome	\$0.00
☐	V76	Recovery hooks, front, frame-mounted, Black	\$50.00
☐	VBJ	LPO, Underseat storage	\$275.00
☒	VJH	Bumper, rear chrome	\$0.00
☒	VK3	License plate kit, front	\$0.00
☐	VOZ	LPO, Tri-fold hard tonneau cover	\$1,100.00
☐	VPB	LPO, Tonneau cover, premium soft roll-up	\$550.00
☐	VQ1	Fleet Processing Option	\$0.00
☐	VQ2	Fleet Processing Option	\$0.00
☐	VQ3	Fleet Processing Option	\$0.00
☐	VQK	LPO, Molded splash guards, Black	\$190.00
☐	VQY	LPO, Chrome recovery hooks	\$0.00
☐	VQZ	LPO, Polished exhaust tip	\$0.00
☐	VTA	LPO, Black Chrome exhaust tip	\$195.00
☒	WPF	Fleet Comfort Package	\$1,360.00
☒	WPQ	Bed Protection Package	\$885.00
☒	YK6	SEO Processing Option	\$0.00
☐	YM8	LPO Processing Option	\$0.00
☒	ZB2	Trailering Package	\$0.00
☐	ZL6	Advanced Trailering Package	\$490.00
☐	ZLQ	WT Fleet Convenience Package	\$895.00
Special Equipment Options [6H1]			
☐	00A	Spare wheel upgrade.	\$35.00
☐	01U	Special Exterior Color	\$0.00
☒	5H1	Key equipment, two additional keys for single key system.	\$45.00
☐	5J1	Calibration, keyless remote panic button exterior lights/horn disable	\$0.00
☐	5J3	Calibration, Surveillance Mode Interior & Exterior Lighting	\$0.00
☐	5J9	Calibration, Tailamp Flasher, Red/White.	\$75.00
☐	5L5	Theft deterrent system fleet immobilizer modifications	\$50.00
☐	5T5	Seats, Front cloth and second row vinyl	\$0.00
☐	5Y1	Seats, Driver and passenger front individual seats.	\$0.00
☐	5Z4	Spare wheel, carrier and lock delete	-\$20.00
☐	6E2	Key, common.	\$25.00
☐	6E8	Key, common.	\$25.00
☐	6J3	Wiring, Provisions for grille lamps and siren speakers	\$207.00
☐	6J4	Wiring, Horn and siren circuit	\$105.00
☐	6N5	Inoperative rear windows	\$50.00
☐	6N6	Door locks and handles.	\$69.00
☐	7X2	Spotlamps, Left and right-hand pillar mounted, LED	\$1,800.00
☐	7X3	Spotlamps, Left-hand pillar mounted, LED	\$1,020.00
☐	7X6	Spotlamps, Left-hand pillar mounted, Halogen	\$750.00
☐	7X7	Spotlamps, Left and right-hand pillar mounted, Halogen	\$1,280.00
☐	8F2	Ornamentation, delete.	\$0.00
☐	8S3	Back-up alarm, 97 decibels	\$138.00
☐	8X8	Label, fasten seat belts.	\$4.00
☐	9B9	Governor, electronic speed sensor set to 70 MPH	\$50.00

☐		
☐	9C2 Governor, electronic speed sensor set to 65 MPH	\$50.00
☐	9D7 Governor, electronic speed sensor set to 75 MPH	\$50.00
☐	9G8 Headlamps, daytime running lamps and automatic headlamp control delete.	\$50.00
☐	9L3 Spare tire delete.	\$0.00
☐	9M4 Decal and name plate delete, tailgate.	\$0.00
☐	9V5 Paints, solid, Woodland Green	\$450.00
☐	9W3 Paints, solid, Wheatland Yellow	\$450.00
☐	9W4 Paints, solid, Tangier Orange	\$450.00
☐	BCV Auto Door Locks Disable	\$75.00
☐	SFW Back-up alarm calibration	\$50.00
☐	TGK Special Paint	\$450.00
☐	UTQ Alarm, Horn Content Theft Deterrent, Disabled.	\$75.00

35,093.50
3,597.08 TAX
8.75 Tire Tax

38,699.33

☒ Fleet Customer Codes --> Apply Fleet Customer Code

Base Price: \$42,300.00
Total Options: \$3,140.00
Total Price: \$45,440.00
Destination Charge: \$1,595.00
TOTAL PRICE W/ DFC†: \$47,035.00

CANCEL

BACK

NEXT: VIEW SUMMARY

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GM Pricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice. The GSA Price Level is for GM use only.

[Order Workbench](#) [FAQs](#) [Site Map](#)

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National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

September 3, 2020

Lieutenant David Kim
 City of Montebello Police Department
 1600 W Beverley Blvd
 Montebello, Ca 90640
 Delivery Via Email

Dear Lieutenant Kim,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Montebello, new/unused 2020 / 2021 Honda LX FWD 4DR 4 CYL (CV1F1LEW) responding to your requirement with the attached specifications for \$24,338.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	One Unit MSRP	One Unit	Total Savings	Total Savings
2020 / 2021 Honda				
Accord LX 4DR	25,225.00	24,338.81	3.51%	886.19
Sub Total		24,338.81		
Sales Tax		2,494.73		
Tire Tax		8.75		
Total		26,842.29		

Delivery 120-150 days ARO
 Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
 National Law Enforcement Sales Manager
 National Auto Fleet Group
 Wondries Fleet Group
 626-457-5590 O
 714-264-1867 C
 626-380-1174 F
Buzzard5150@gmail.com





Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Honda Accord Sedan (CV1F1LEW) LX 1.5T CVT





Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11782, Data updated Sep 2, 2020 10:37:00 PM PDT

**Wondries Fleet Group / National Auto Fleet Group**

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Honda Accord Sedan (CV1F1LEW) LX 1.5T CVT ( Complete)**Price Summary****PRICE SUMMARY**

Base Price

Total Options

Vehicle Subtotal

Destination Charge

Grand Total

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Vehicle: [Fleet] 2020 Honda Accord Sedan (CV1F1LEW) LX 1.5T CVT ( Complete)

Selected Model and Options
MODEL

CODE	MODEL
CV1F1LEW	2020 Honda Accord Sedan LX 1.5T CVT

COLORS

CODE	DESCRIPTION
GY	Modern Steel Metallic

PRIMARY PAINT

CODE	DESCRIPTION
GY	Modern Steel Metallic

SEAT TRIM

CODE	DESCRIPTION
BK	Black, Cloth Seat Trim

Options Total

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Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Honda Accord Sedan (CV1F1LEW) LX 1.5T CVT (Complete)

Standard Equipment

Mechanical

Engine: 1.5T I-4 DOHC 16-Valve Turbocharged VTEC
 Transmission w/Driver Selectable Mode
 Transmission: Continuously Variable -inc: sport mode
 Front-Wheel Drive
 3.24 Axle Ratio
 Battery w/Run Down Protection
 Gas-Pressurized Shock Absorbers
 Front And Rear Anti-Roll Bars
 Electric Power-Assist Speed-Sensing Steering
 14.8 Gal. Fuel Tank
 Single Stainless Steel Exhaust
 Strut Front Suspension w/Coil Springs
 Multi-Link Rear Suspension w/Coil Springs
 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 17" Silver-Painted Alloy
 Tires: 225/50R17 AS
 Steel Spare Wheel
 Compact Spare Tire Mounted Inside Under Cargo
 Clearcoat Paint
 Body-Colored Front Bumper
 Body-Colored Rear Bumper
 Chrome Side Windows Trim and Black Front Windshield Trim
 Body-Colored Door Handles
 Body-Colored Power Side Mirrors w/Manual Folding
 Fixed Rear Window w/Defroster
 Light Tinted Glass
 Speed Sensitive Variable Intermittent Wipers
 Galvanized Steel/Aluminum Panels
 Chrome Grille

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Vehicle: [Fleet] 2020 Honda Accord Sedan (CV1F1LEW) LX 1.5T CVT ( Complete)

Exterior

Trunk Rear Cargo Access

Fully Automatic Projector Beam Led Low Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off

LED Brakelights

Entertainment

Radio w/Seek-Scan, Clock and Steering Wheel Controls

Radio: 160-Watt AM/FM Audio System -inc: 4 speakers, 7" screen w/customizable feature settings, 1.0-amp USB audio interface port in front console, Bluetooth HandsFreeLink, Bluetooth streaming audio, radio data system (RDS) and speed-sensitive volume compensation (SVC)

Integrated Roof Antenna

1 LCD Monitor In The Front

Interior

6-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

Full Folding Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Power Rear Windows

Front Bucket Seats -inc: driver's seat manual height adjustment

Front Cupholder

Rear Cupholder

Proximity Key For Push Button Start Only

Valet Function

Power Fuel Flap Locking Type

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Distance Pacing w/Traffic Stop-Go

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

Glove Box

Driver Foot Rest

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Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Honda Accord Sedan (CV1F1LEW) LX 1.5T CVT (Complete)

Interior

Interior Trim -inc: Piano Black Instrument Panel Insert, Piano Black Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Cloth Door Trim Insert

Cloth Seat Trim

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats

Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim

Cargo Area Concealed Storage

Cargo Space Lights

FOB Controls -inc: Cargo Access and Windows

Instrument Panel Covered Bin, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Systems Monitor

Trip Computer

Outside Temp Gauge

Digital/Analog Display

Seats w/Cloth Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Front Center Armrest and Rear Center Armrest

Perimeter Alarm

Engine Immobilizer

2 12V DC Power Outlets

Air Filtration

Safety-Mechanical

VSA Electronic Stability Control (ESC)

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Vehicle: [Fleet] 2020 Honda Accord Sedan (CV1F1LEW) LX 1.5T CVT ( Complete)

Safety-Mechanical

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Collision Mitigation Braking System (CMBS) + FCW

Road Departure Mitigation Lane Keeping Assist

Road Departure Mitigation Lane Departure Warning

Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Driver And Passenger Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera

Pricing, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11762, Data updated Sep 2, 2020 10:37:00 PM PDT



Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Honda Accord Sedan (CV1F1LEW) LX 1.5T CVT (Complete)

Window Sticker

SUMMARY

[Fleet] 2020 Honda Accord Sedan (CV1F1LEW) LX 1.5T CVT

MSRP:\$24,270.00

Interior:Black, Cloth Seat Trim

Exterior 1:Modern Steel Metallic

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
CV1F1LEW	[Fleet] 2020 Honda Accord Sedan (CV1F1LEW) LX 1.5T CVT	\$24,270.00
OPTIONS		
BK	Black, Cloth Seat Trim	\$0.00
GY	Modern Steel Metallic	\$0.00
SUBTOTAL		\$24,270.00
Adjustments Total		\$0.00
Destination Charge		\$955.00
TOTAL PRICE		\$25,225.00

FUEL ECONOMY

Est City:30 MPG

Est Highway:38 MPG

Est Highway Cruising Range:562.40 mi

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National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

February 3, 2020

Lieutenant David Kim
City of Montebello Police Department
1600 W Beverley Blvd
Montebello, Ca 90640
Delivery Via Email

Dear Lieutenant Kim,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Montebello, new/unused 2020 Ford Utility responding to your requirement with the attached specifications for \$34,311.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF. This Price includes Black and White Paint. Patrol unit

Selling Price	34,311.00
Sales Tax 9.5%	3,259.54
Tire Tax	8.75
Total	37,579.29

2 UNITS X 37,579.00 = 75,918.58

Delivery 90-120 days ARO

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
626-380-1174 F
Buzzard5150@gmail.com



CHROMEDATA
An Autodata Solutions Brand

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD





Wondries Fleet Group / National Auto Fleet Group

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Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

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Sep 28, 2019

Page 2



Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL
K8A	2020 Ford Police Interceptor Utility AWD

COLORS

CODE	DESCRIPTION
UM	Agate Black

AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
—	3.73 Axle Ratio (STD)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
153	Front License Plate Bracket	0.00 lbs	0.00 lbs
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	0.00 lbs	0.00 lbs
59B	Keyed Alike - 1284x	0.00 lbs	0.00 lbs
86T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	0.00 lbs	0.00 lbs
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	0.00 lbs	0.00 lbs
52P	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	0.00 lbs	0.00 lbs
60R	Noise Suppression Bonds (Ground Straps)	0.00 lbs	0.00 lbs
76R	Reverse Sensing System	0.00 lbs	0.00 lbs
85R	Rear Console Plate	0.00 lbs	0.00 lbs
87R	Rear View Camera -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) OR the rear view mirror (87R), Electrochromic Rear View Mirror Video is displayed in rear view mirror	0.00 lbs	0.00 lbs

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CHROMEDATA Wondries Fleet Group / National Auto Fleet Group

An Autodata Solutions Brand Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✓ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
47A	Police Engine Idle Feature -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling	0.00 lbs	0.00 lbs
76D	Underbody Deflector Plate -inc: Engine and transmission shield	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
44U	Transmission: 10-Speed Automatic (44U)	0.00 lbs	0.00 lbs

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
500A	Order Code 500A	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks	0.00 lbs	0.00 lbs

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*	0.00 lbs	0.00 lbs

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
UM	Agate Black	0.00 lbs	0.00 lbs
	Options Total	0.00 lbs	0.00 lbs

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CHROMEDATA Wondries Fleet Group / National Auto Fleet Group

An Autodata Solutions Brand Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✓ Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH Top Speed) (STD)
 Transmission: 10-Speed Automatic (STD)
 3.73 Axle Ratio (STD)
 50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
 Transmission w/Oil Cooler
 Automatic Full-Time All-Wheel Drive
 Engine Oil Cooler
 80-Amp/Hr 800CCA Maintenance-Free Battery
 Hybrid Electric Motor 220 Amp Alternator
 Class III Towing Equipment -inc: Hitch
 Police/Fire
 1670lbs. Maximum Payload
 GVWR: TBD
 Gas-Pressurized Shock Absorbers
 Front And Rear Anti-Roll Bars
 Electric Power-Assist Steering
 19 Gal. Fuel Tank
 Dual Stainless Steel Exhaust
 Permanent Locking Hubs
 Strut Front Suspension w/Coil Springs
 Multi-Link Rear Suspension w/Coil Springs
 Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
 Lithium Ion Traction Battery

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover, center caps and full size spare
 Tires: 255/60R18 AS BSW
 Steel Spare Wheel
 Spare Tire Mounted Inside Under Cargo
 Clearcoat Paint

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CHROMEDATA
An Autodata Solutions Brand

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (Complete)

Exterior

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Front Windshield -inc: Sun Visor Strip
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Fully Automatic Projector Beam Led Low/High Beam Headlamps
LED Brakelights

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
Integrated Roof Antenna
1 LCD Monitor In The Front

Interior

8-Way Driver Seat
Passenger Seat
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Ford Fleet Telematics Selective Service Internet Access

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CHROMEDATA Wondries Fleet Group / National Auto Fleet Group

An Autodata Solutions Brand Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (Complete)

Interior

Remote Releases -inc: Power Cargo Access
 Cruise Control w/Steering Wheel Controls
 Dual Zone Front Automatic Air Conditioning
 HVAC -inc: Underseat Ducts
 Locking Glove Box
 Driver Foot Rest
 Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks
 Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
 Full Cloth Headliner
 Urethane Gear Shift Knob
 Day-Night Rearview Mirror
 Driver And Passenger Visor Vanity Mirrors
 Mini Overhead Console w/Storage and 2 12V DC Power Outlets
 Front And Rear Map Lights
 Fade-To-Off Interior Lighting
 Full Vinyl/Rubber Floor Covering
 Carpet Floor Trim
 Cargo Features -inc: Cargo Tray/Organizer
 Cargo Space Lights
 Dashboard Storage, Driver And Passenger Door Bins
 Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
 Delayed Accessory Power
 Power Door Locks
 Systems Monitor
 Redundant Digital Speedometer
 Trip Computer
 Analog Display
 Seats w/Vinyl Back Material
 Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
 2 12V DC Power Outlets

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Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (Complete)

Interior

Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Passenger Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera w/Washer

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 100,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Hybrid/Electric Components Years: 8

Hybrid/Electric Components Miles/km: 100,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD { Complete }

Window Sticker

SUMMARY

[Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD

Interior:Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1:Agate Black

Exterior 2:No color has been selected.

Engine: 3.3L V6 Direct-Injection (FFV)

Transmission: 10-Speed Automatic (44U)

OPTIONS

CODE	MODEL	MSRP
K8A	[Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD	
	OPTIONS	
153	Front License Plate Bracket	\$0.00
17T	Switchable Red/White Lighting in Cargo Area	
43D	Dark Car Feature	
44U	Transmission: 10-Speed Automatic (44U)	\$0.00
47A	Police Engine Idle Feature	
500A	Order Code 500A	\$0.00
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	
52P	Hidden Door-Lock Plunger	
59B	Keyed Alike - 1284x	
60R	Noise Suppression Bonds (Ground Straps)	
76D	Underbody Deflector Plate	
76R	Reverse Sensing System	
85R	Rear Console Plate	
86T	Tail Lamp/Police Interceptor Housing Only	\$0.00
87R	Rear View Camera	\$0.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	\$0.00
99B	Engine: 3.3L V6 Direct-Injection (FFV)	\$0.00
UM	Agate Black	\$0.00
	3.73 Axle Ratio	\$0.00
	SUBTOTAL	

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Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (Complete)

Adjustments Total

Destination Charge

TOTAL PRICE

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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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: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Approve a Transit Safety and Security Consulting Services Request for Proposal (RFP), No. 20-17**

DATE: October 14, 2020

RECOMMENDATION

It is recommended that the City Council:

- (1) Approve a Transit Safety and Security Consulting Services Request for Proposal, (RFP) No. 20-17; and,
- (2) Take such additional, related, action that may be desirable.

BACKGROUND

Montebello Bus Lines (MBL) is requesting proposals from qualified, responsive consultants to assess and develop a comprehensive transit safety and security program. MBL seeks to conduct an in-depth review of the current transit security and safety strategy and develop a new industry standard program. The consultant will assess the vulnerability of the agency's bus system and all transit facilities and locations, review current security policy and procedures with recommended revisions, and develop a standardized security program for the Department.

The primary goal of the MBL Safety and Security Program (Plan) is to substantially increase the effectiveness of the agency's security profile. This will be accomplished through the identification of security weaknesses, and the deployment of a uniformed transit safety system with senior management oversight. The adoption of this program will establish a cohesive and effective security perimeter for all agency stakeholders, services, and locations. Furthermore, the plan will address long-term system compatibility and the growing demand on the agency related to security awareness and resource allocation.

This request for proposal was prepared with input from the Montebello Police Department.

If approved, the notice inviting bids will be published using Planetbids.com, Masstransitmag.com, Transittalent.com, and the Wave Newspaper, beginning October 15, 2020. All bids will be submitted through the Planetbids.com platform.

The due date for all proposals will be Thursday, November 19, 2020. It is anticipated that a consulting company will be selected during the week of November 30, 2020 and brought before the City Council for consideration on a future date to be determined.

ANALYSIS

MBL is requesting authority to issue RFP No. 20-17 to bring a consultant on board to assess and develop a comprehensive transit safety and security program. The selected consulting company will provide MBL a comprehensive review and assessment of the existing security and safety strategy and provide specific recommendations and implementation measures to improve the overall deployment of a uniformed transit security system.

A selection process will be used to evaluate proposals which contain both price and qualitative components, and award based on a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/ or management plan.

The award selection will be based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to the City.

FISCAL IMPACT

While the total cost for this project is uncertain, MBL estimates the Transit Safety and Security Consulting Services will cost approximately \$73,920.

Funding for this project will be allocated from Fiscal Year 2020-21 Transit Operation – Contract Services Outside Contract, account 600-90-910-6040.10.

SUMMARY

Staff is recommending that the City Council approve the issuance of RFP No. 20-17, attached hereto in substantial form, for Transit Safety and Security Consulting Services; and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENT(S):

- A. Request for Proposal (RFP), No. 20-17

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 20-17



Transit Safety and Security Consultant Services

October 15th, 2020

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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Introduction/ Background

Montebello Bus Lines' (MBL) transit system is a regional asset that requires regional cooperation and coordination to ensure it operates safely and securely. It is essential that this assessment include collaboration with relevant stakeholders; including law enforcement, jurisdictional partners and governing entities. MBL's transit system consists of 35-40ft buses (including three electric buses); thirty-six hybrid and twenty-seven Compress Natural Gas (CNG) buses, one 25ft cutaway shuttle, nearly 1,000 bus stops, and 2 transit hubs.

The consultant will work with MBL and its law enforcement and jurisdictional partners to establish a plan to keep the MBL transit system safe and secure. The consultant will develop objectives and strategies to achieve that plan. The successful Proposer will be required to comply with Equal Employment Opportunity laws and all applicable federal, state and local laws, and requirements. The City hereby notifies all Contractors/Offerors that the City will affirmatively assure that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funding provided 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. Proposals must be submitted in accordance with the conditions outlined in the Request for Proposal ("RFP") attached hereto.

The City reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

DATE: October 15th, 2020
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 20-17
TITLE: CITY OF MONTEBELLO (CITY) and MONTEBELLO BUS LINES (MBL)

TRANSIT SAFETY AND SECURITY CONSULTING SERVICES

The City of Montebello (City), Montebello Bus Lines (MBL), invite Proposals from qualified and experienced consultants ("Proposers") to provide the Montebello Bus Lines (MBL) with Transit Safety and Security Consulting Services.

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

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, employee, or City of Montebello department 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, November 19th, 2020, 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 of Montebello 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 sub-contracts financed in part or in 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 of Montebello 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 of Montebello Department of Transportation is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services on the basis of race, color or national origin in accordance with 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 Montebello Transit System'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

1. Thursday, October 15 th , 2020	REQUEST FOR PROPOSAL (RFP) RELEASE
2. Thursday, October 29 th , 2020	LAST DAY FOR SUBMISSIONS OF QUESTIONS
3. Monday, November 9 th , 2020	ANSWERS TO QUESTIONS
4. Thursday, November 19 th , 2020	PROPOSAL DUE DATE BY 3:00 PM PST
5. Week of November 30 th , 2020	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 # 6	
2	Letter of Transmittal	Page # 29	
3	Licensing, Permits, Certificates, and Taxes	Page # 9	
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	
6	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit E	
	OPTIONAL ITEMS		
7	Requests for exceptions or deviations.	Page # 7	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to the hour of **3:00 p.m. on Thursday, November 19, 2020**.

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 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 clearly identifiable by a separate section of the Proposer's submitted Proposal for review by the City of Montebello. It shall be the right of the City of Montebello 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. Proposer 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 of Montebello. Any and 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 and every 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.

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 set forth 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 contact person 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. Said addendum shall be posted on the PlanetBids web page.

All questions, clarifications or comments must be submitted to or no later than 3:00pm, Thursday, October 29th, 2020. No questions will be answered individually by the City or Transportation Departments.

Requests for clarification, questions and comments must be clearly posted on the PlanetBids 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. Every attempt will be made to provide responses 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

Proposing Companies must satisfy themselves by personal examination of any work site, 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 Proposing Company 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 Buyer and clarified prior to the submission of Proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their Proposals in writing, provided that such requests are received by the City prior to the scheduled deadline for Proposal submission or within six 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 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. Certified letter is to be included in the Proposal accompanied with 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 prior to date of 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;
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 any and 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 pursuant 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 or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub consultant basis rather than as a joint venture. City of Montebello 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 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 contract. All sub-Consultants of successful Proposer shall abide by all the requirements set forth 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 in order 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 insures that the protest was received in a timely manner. 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 prior to 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 time period specified in the Request for Proposal. In case the services under the terms of these provisions and related purchase contract shall be necessarily delayed because of strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the CONSULTANT, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between CONSULTANT and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to: **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

Payment will be made within sixty (60) days after acceptance and approval of invoice.

Payment Schedule: Monthly
Provide (1) One invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

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.

Contract Termination: MBL may terminate any resulting Contract for convenience at any time by giving the CONSULTANT written notice thereof. Upon termination, MBL shall pay the

CONSULTANT his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the CONSULTANT a percentage of the project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

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

SCOPE OF CONTRACT

CONSULTANT shall provide all services necessary as per the Scope of Work described in this Request for Proposal.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the CONSULTANT provide complete services of the type prescribed. Any items omitted from such specifications which are clearly necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the CONSULTANT in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

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:

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

An Evaluation Committee comprised of MBL staff in accordance with the Proposal Evaluation Criteria set forth in 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 Agreement 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, or 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, said response will be issued to all prospective Proposers via PlanetBids.

EVALUATION OF PROPOSALS

MBL uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price 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.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Technical proposals will be reviewed and scored first without consideration for price. The committee will then open the cost and price proposals and evaluate and score them accordingly. During

the technical evaluation, the committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the technical and cost/price proposals have been evaluated and scored, the 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 committee members. At this time, the committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

If the committee determined it to be necessary, it may then conduct interviews and negotiations with short-listed Proposers. As no other interview dates are available. Proposers who are unable to attend their interview as scheduled may be eliminated from further participation. The interview may consist of a short presentation by the Proposer after which MBL may ask questions and/or request clarification related to any element of a proposal and its qualifications. MBL may also enter negotiations with the Proposer.

At the conclusion of interviews and negotiations, the evaluation committee may choose to proceed using one of the following processes:

The committee may find it necessary to re-score the proposals in light of information gained during the interviews and negotiations process. The proposals will be scored in the same manner as the original proposals.

The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for 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.

Proposers remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the Proposers may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated. The BAFO's will be scored in the same manner as the original proposals.

After the BAFO's are evaluated and scored, the evaluation committee may recommend a proposal with the highest final ranking or a short list of top ranked proposals within the competitive range whose offers(s) are the most advantageous to MBL.

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

- 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 proposer can meet the insurance requirements in the RFP should be attached to proposal. (P/F)
- Proposer has demonstrated at least 5 years of transit safety and security development experience. (P/F)
- Proposer has demonstrated previous experience working for or with public agencies, transit entities, or corporations on security project. (P/F)

If the Proposer does not meet any of the criteria mentioned above, their proposal may not be considered for evaluation:

EVALUATION CRITERIA

Award will be made to the Offeror 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:

A. Work Plan

Evaluators will award higher points to a work plan that clearly demonstrates that the proposer is likely to meet or exceed the performance requirement set forth in the Scope of Work. The proposer's ability to provide responsive service, to respond to contingencies and emergencies, and to provide a high level of professionalism will also be evaluated. The highest points will be awarded to the most comprehensive and detailed work plans that are most likely to exceed minimum performance expectations.

B. Qualifications and Experience of the Firm and Management Team

Technical experience in performing work of a similar nature; working with public agencies, particularly transit agencies; strength and stability of the firm or management personnel and ability to demonstrate outstanding connections with all advertisers; strength, stability experience and technical competence of sub-consultants; assessment by the client references with demonstrates success in providing similar services, and demonstrated successful past performance with other clients

Qualifications of proposed staff, particularly key personnel and the responsible management team, will be evaluated. Key personnel, including project manager and applicable sub-consultants, shall also have a minimum of five (5) years' experience. Evaluators will consider the resumes of all key personnel. Staff turnover and other factors which may impact services will be factored into the score. Language should be included in the proposal detailing how Proposer will react to unanticipated staffing changes.

SECTION 2 – SCOPE OF WORK

The City of Montebello, Montebello Bus Lines (MBL), is requesting proposals from qualified, responsive consultants to assess and develop a comprehensive transit safety and security program. MBL seeks to conduct an in-depth review of the current security and policing strategy and develop a new industry standard program. The consultant will assess the vulnerability of the agency's bus system and all transit facilities and locations, review current security policy and procedures with recommended revisions, and develop a standardized security program for the agency.

The primary goal of the MBL Transit Safety and Security Program (Plan) is to substantially increase the effectiveness of the agency's security profile. This will be accomplished through the identification of the agency's security weaknesses, and the deployment of a uniformed transit policing system with senior management oversight. The adoption of this program will establish a cohesive and effective security perimeter for all agency stakeholders, services, and locations. Furthermore, the plan will address long-term system compatibility and the growing demand on the agency related to security awareness and resource allocation.

The final safety and security plan will incorporate the following investigative and documentary elements:

- A. Site survey and security vulnerability assessment at all agency/transit locations and service points.
- B. Vulnerability definition, categorization, and prioritization to establish long-term security goals and objectives.
- C. Security review and integration.
- D. Data collection and interviews with the Director of Transportation, Division Heads, Management Staff, and Transit Police Personnel.
- E. Security – level threat classifications for all agency locations and services.
- F. External environment scan to identify new and relevant security-related technologies.
- G. Security program training to include a train-the-trainer program to ensure internal system training availability.

MBL SAFETY AND SECURITY PROGRAM TOPIC OUTLINE

I. Executive Summary

II. Montebello Bus Lines Safety and Security Program Purpose Statement

III. Introduction

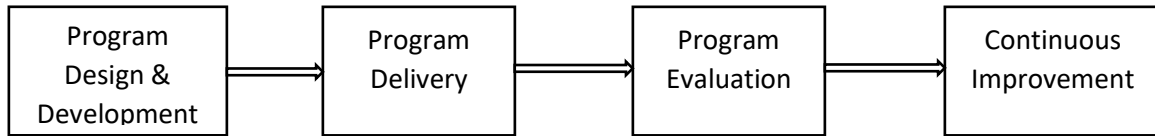
- A. MBL Security Goals and Objectives
- B. Plan Statement of Scope
- C. Plan Timeline
- D. Plan Responsibilities and Accountabilities
- E. Plan Outsource Assignments and Cost Forecasts by Phase / Element

IV. Tasks

The Consultant will complete the following tasks, including but not limited to:

- A. System and Site Surveys / Interviews Vulnerability Assessments.
 - 1) System/Site Survey and Premises Inspection Vulnerability Assessments.
 - 2) Transit Police Survey and Capability Assessment.
 - 3) Reports and Recommendations.
- B. Develop a Scope of Work for transit security services (Interdepartmental – Police Dept., contracted vendor(s), or hybrid.
 - 1) Assess and develop the agency's existing security policies and procedures.
 - 2) Increase transparency and accountability between the agency and transit security service provider.
 - 3) Assess funding allocation and budgetary constraint.
 - 4) Reports and recommendations.
- C. Develop a security training component in the Safety and Security Program for transit employees to utilize industry standards and best practices. The training plan will identify security sensitive employees, training record documentation and retention, and a training cycle.

- 1) Develop security orientation and awareness training materials to be presented to security sensitive positions and/or all employees.
- 2) Develop continuous training content for security and emergency procedures by work functions and responsibilities.
- 3) Create a training and awareness module to meet necessary local, state, and federal requirements for local first responders.



EXISTING SECURITY PROGRAM INTEGRITY ASSESSMENT

The Consultant will assess MBL's safety and security functionalities in the following assigned areas to determine how improvements should be implemented.

Transit Facility

The Consultant will deliver a comprehensive security report that addresses the security risk based requirements of the property. The assessment should include the following:

- A. A security threat assessment which will:
 - 1) Identify security related threats from internal and external sources for during and after operating hours,
 - 2) Crime analysis,
 - 3) Identification of critical assets and pair most likely threats to identify security scenarios on which to base the security program,
 - 4) Analyze vulnerabilities; assess impacts of threat scenarios,
 - 5) Identify actions that mitigate risk, and provide an analysis of mitigation actions.
- B. A review of security staffing models and staffing levels at the site.
- C. An analysis of the site incident reports for the past two years.
- D. A physical evaluation of the site during and after operating hours.
- E. A physical evaluation of areas surrounding the buildings including loading docks, service areas, public areas, parking lots.
- F. The City's current security related policies and procedures.
- G. The City's current transit security training.
- H. The City's security related emergency response documents.
- I. The City's mass notification capabilities.

The Consultant will deliver a Security Risk Assessment/Mitigation Plan and cost estimate analysis which will provide recommendations for:

- 1) Technical and physical security measures to mitigate or reduce risk to staff, information and City assets.
- 2) Security Awareness Programs intended to reduce victim assisted crimes.
- 3) Modifications to existing policies and procedures as appropriate.
- 4) Initial incident response measures for security driven events.

- 5) Phased implementation strategies with detailed security design cost estimates for recommended measures.

Fixed Bus Route(s)

The Consultant will perform a comprehensive assessment of MBL's fixed route system and develop applicable recommendations based on the review. The recommendations should include all aspects of security including strategy, personnel, procedures, training, and policies. The assessment will include, but not limited to the following elements:

- A. Security strategy assessment
 - 1) Review strategic security plan.
 - Risk-based deployment based on data and understanding of the system.
 - Community policing focus appropriate for transit environment.
 - 2) Review safety and emergency management plans and policies.
 - 3) Understanding usage of available data.
 - Centralized crime reporting database with defined access/users.
 - Trends inform security deployment and strategy.
 - Data collection and analysis.
 - Data ownership and sharing.
- B. Personnel structure and deployment assessment
 - 1) Security personnel structure (Inclusive of MBL Employees, Law Enforcement, and Contract Personnel).
 - Clearly defined roles and responsibilities.
 - a. Determine legal authority of each entity.
 - b. Ensure all personnel are clear on direction and objectives.
 - c. Determine staffing levels and responsibilities for each entity necessary to implement the security strategy – by shift and location.
 - Law enforcement response policies.
 - Command structure.
 - Standard high-visibility uniform and equipment for all security personnel.
 - Training.
 - 2) Personnel deployment (Inclusive of MBL Employees, Law Enforcement, and Contract Personnel).
 - Base deployment strategies.
 - Develop appropriate staffing requirements.
 - Address jurisdictional boundaries.
- C. Coordination and communication assessment
 - 1) Communication protocols and training.
 - MBL internal.
 - Between partners.
 - Media relations and external customers.
 - 2) Data collection, reporting, and sharing.
 - 3) Relationships.
 - Relationship between MBL and partners.
 - Identify conflicts.

- Achieve a united front focused on improving security.
- 4) Contracts with each law enforcement jurisdiction and security provider.
 - Appropriate staffing requirements for each jurisdiction.
 - Performance requirements including response procedures.
 - Appropriate oversight/supervision.
 - Data sharing.
 - Deployment coordination.
- D. Policy and procedure assessment
 - 1) Define authority and use-of-force policies.
 - 2) Standard operating procedures.
 - 3) Internal affairs complaint/function review process.
 - 4) Fare enforcement and evasion policies.
 - Clear legal authorization for fare enforcement in each civil jurisdiction.
 - Clear and consistent fare enforcement policies that ensure all customers are treated fairly.
 - Signage clearly stating fare policies.
 - Provide training/emphasize de-escalation.
 - 5) Passenger code of conduct.
 - Updated code of conduct consistently on vehicles, stops, stations, and public buildings.
 - Enforce code of conduct by civil penalty or arrest.
 - All transit security and MBL personnel will know the code and receive training in appropriate enforcement methods.

The Consultant will assess MBL's existing communication protocols for security, safety, and emergency management and make recommendations. This protocol should include, but is not limited to:

- A. Emergency communication procedures
 - 1) Chain of command
 - 2) Central communication hub
- B. Media communication
- C. Customer alerts

MetroLink Station

The Consultant will gather and analyze the following type of station-specific data:

- A. Crime statistics and trends related to the station and surrounding area.
- B. Effectiveness of current safety and security enforcement and policies.
- C. Safety and security policies and procedures, authority, responsibilities and cooperation/coordination across jurisdictional boundaries.
- D. Institutional relationships/partnerships and their impact/influence on safety and security.
- E. Physical structure and characteristics station assessment including ticketing and station access, lighting, signage, fencing, etc., and their impact on safety and security.
- F. Electronic risk assessment including communication and camera system.
- G. Security staffing levels and training including comparisons across all jurisdictions.

The Consultant should document the above gathered information and use to prepare a risk, threat and vulnerability assessment:

- A. Assessment should include a discussion of gaps that are currently reported, strengths and weaknesses of the MetroLink station.
- B. A prioritized list and discussion of the vulnerabilities that currently exist.
- C. The assessment will create the framework for recommendations.
 - 1) A statement of safety and security goals, objectives, and performance measures.
 - 2) Improvements should include areas of surveillance, access control, environmental design, infrastructure, security staff and policing resources, and public awareness.
 - 3) An implementation plan that itemizes and prioritizes recommendations. In addition, the plan will illustrate timelines and responsible parties.

PLACE OF PERFORMANCE

MBL Headquarters- 400 S. Taylor Ave, Montebello CA 90640;

OTHER REQUIREMENTS

Consultant must abide by all MBL security, traffic and parking rules and regulations while working at any MBL property. If MBL issues a parking pass, the Consultant must display it on their vehicle as required at all times while on any MBL property and return it when instructed to do so.

- COVID-19 Requirements
 - Face covering is required at all time in working areas.
 - Follow CDC and local government requirements.

SECTION 3 – QUALIFICATIONS

DESIRED QUALIFICATION

The Consultant shall possess the capability and expertise required to complete the following tasks:

- A. Conduct a resourceful in-depth examination of MBL’s existing physical, operational, and programmatic environment.
- B. Provide specialized knowledge of the transit environment including infrastructure, mechanical, operational, and regulatory expertise to create effective safety and security solutions.
- C. Complete quantitative and qualitative research and analysis to review transit design, statistical trends, historical information, industry case studies, and modern technologies.
- D. Utilize subject matter experts and deep industry knowledge to edit, create, execute, and/or update a variety of long and short-range plans designed to identify hazards and prevent, mitigate, and eliminate risks.
- E. Design traditional and multimedia content including policy documents, manuals, presentations, spreadsheets, handouts, pamphlets, web content, audio recordings, and videos for internal and external stakeholders.
- F. Organize, implement, evaluate, and manage a comprehensive variety of projects, operations, events, and training programs.
- G. Contribute unique and creative solutions to advance the safety and security culture of MBL and the general public.

- H. Provide accurate and professional cost estimates and expense projections for a variety of goods and services associated with safety and security programs.
- I. Demonstrate strong communication and coordination skills with MBL staff and outside parties in a constructive solution-focused style.

FIRM QUALIFICATIONS

To be considered responsive to the RFP, firms 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.

- A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- B. Firm 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.
- C. Firm 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.
- D. Firm must have a minimum of five to ten years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope of the MBL.
- E. Licensed to do business in the State of California.
- F. Certifications (if required)
- G. Experience with projects of similar size and scope.
- H. Experience with agencies of similar size and scope as MBL.
- I. Financial capacity.

SECTION 4 – FORM OF CONTRACT (SAMPLE)

SERVICE AGREEMENT FOR

MONTEBELLO BUS LINES (MBL) TRANSIT SAFETY AND SECURITY CONSULTANT SERVICES (City of Montebello)

THIS SERVICE AGREEMENT ("Agreement") is made and entered into this.....day of.....2020 ("Effective Date"), by and between the City of Montebello, a municipal corporation ("CITY") and....., a California Corporation ("CONSULTANT").

RECITALS

- A. CITY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.
- B. CONSULTANT is a corporation duly organized and doing business in the State of California. CONSULTANT represents it has the background, knowledge, experience and expertise necessary to provide the AGENCY with the equipment, goods and services set forth in this Agreement.

- C. CITY seeks to procure CONSULTANT, and CONSULTANT seeks to provide to the CITY, equipment, goods and services necessary for the **TRANSIT SAFETY AND SECURITY CONSULTANT SERVICES** ("Project") as further described in RFP No. **20-17**.

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

ARTICLE I. Incorporation of Recitals and other Contract Documents

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

ARTICLE II. Services to be performed by CONSULTANT

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

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, the CITY agrees to pay and the CONSULTANT agrees to receive and accept the prices set forth in the Price Proposal submitted by CONSULTANT dated _____, 2020 ("Compensation"). The total amount of the compensation shall not exceed the sum of _____ dollars (\$_____). CITY shall pay CONSULTANT upon thirty (30) days of receipt of invoice and full acceptance of product and services by the CITY.

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

ARTICLE IV. Completion of Work

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

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

ARTICLE V. Ownership of Written Products

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

ARTICLE VI. Independent Contractor

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

ARTICLE VII. Confidentiality

All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All CITY data, documents, objects, materials or other tangible things shall be returned to the CITY upon the termination or expiration of this Agreement. CONSULTANT agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE VIII. Compliance with State and Local Laws

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

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

ARTICLE IX. Indemnification

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

ARTICLE X. Insurance

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

ARTICLE XI. Authorization by CONSULTANT

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

ARTICLE XII. Termination

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

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

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

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

This Agreement shall expire upon full payment of the Compensation by the CITY to CONSULTANT.

ARTICLE XIII. Dispute Resolution and Legal Remedies

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

ARTICLE XIV. Subcontract, Assignment or Delegation

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

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

ARTICLE XV. Non-discrimination and Equal Opportunity Employer

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONSULTANT will take affirmative action to ensure that sub-consultants and applicants are employed,

and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

ARTICLE XVI. Notices

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

To CITY: Montebello Bus Lines
400 S. Taylor Ave.
Montebello, CA 90640
Attention: Young-Gi Kim
Harabedian
Director of Transportation
Phone: 323-558-1625
Email: RideMBL.com

To CONSULTANT:

Attention:
Phone:
Fax:

ARTICLE XVII. Severability

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

ARTICLE XVIII. Governing Law

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

ARTICLE XIX. Entire Agreement

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

ARTICLE XX. Effective Date

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

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this ____ day of _____, 2020

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY

CITY OF MONTEBELLO

By:
René Bobadilla
City Manager

ATTEST:

By:
City Clerk

APPROVED AS TO FORM:

By:
City Attorney

INSERT CONTRACTOR NAME HERE

By:
Name:

By:
Name:

(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)

SECTION 5 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 20-17

TRANSIT SAFETY AND SECURITY CONSULTING SERVICES

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 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 reviewed 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

Email Address

Phone

Fax

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Title

Date

Typed or Printed Name

Title

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 Safety and Security Consulting Services

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, subcontractors, 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

Company Name:	
Address:	
Phone number and email:	
Contact person:	
Description of work and client annual revenue:	

Company Name:	
Address:	
Phone number and email:	
Contact person:	
Description of work and client annual revenue:	

Company Name:	
Address:	
Phone number and email:	
Contact person:	
Description of work and client annual revenue:	

EXHIBIT C**INSURANCE**

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 Consultant 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 Consultant or Consultant's employees will use personal autos in any way on this project, Consultant 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 Consultant 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 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. Consultant 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 beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D
CITY OF MONTEBELLO
DEPARTMENT OF TRANSPORTATION
RFP No. 20-17
Transit Safety and Security Consultant Services
COST PROPOSAL SHEET

	<u>Hourly Rate</u>	<u>Total Number of Hours</u>	<u>Guaranteed Not-To-Exceed Amount</u>
Cost of Needs			
Cost of Needs			
Cost of Needs			
TOTAL COST			

List other costs/fees:

DescriptionCost/Fees

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Authorized Signature:	Date:
Print Name & Title:	
Business Name:	
Address:	
City, State, Zip:	
Phone Number:	Fax:
E-mail Address:	

EXHIBIT E**Bidder's List of Subcontractors (DBE and Non-DBE)****Part I**

The bidder shall list all subcontractors (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 Subcontractors 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 subcontractors who provided a quote or bid but were not selected to participate as a subcontractor 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.)

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Adopt a Resolution Authorizing the City of Montebello to Implement an Annual Free Fare Schedule for Montebello Bus Lines.**

DATE: October 14, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Adopt a Resolution Authorizing the City of Montebello to Implement an Annual Free-Fare Schedule for Montebello Bus Lines.
- 2) Take such additional, related action that may be desirable.

BACKGROUND

It is a common and long-established practice of neighboring transit agencies to waive fares on designated days to honor holidays or raise awareness of important events ("Free-Fare days"). Historically, Montebello Bus Lines has not participated in this practice which negatively impacts riders by forcing them to pay for a full-fare when transferring from a participating neighboring agency to Montebello Bus Lines during the Free-Fare days.

By following the lead of our larger transit partners, including the Los Angeles County Metropolitan Authority ("Metro"), Montebello Bus Lines will improve customer experience while commemorating important holidays. By waiving fares on select days, the agency can promote various initiatives (Earth Day, Clean Air Day), reward loyal ridership, and encourage new riders to use the agency's services.

The proposed Free-Fare days include:

- January 31 (New Year's Eve)
- April 22 (Earth Day)
- October 7 (Clean Air Day)
- November 3 (Election Day)
- November 26 (Thanksgiving)
- December 24 (Christmas Eve)
- December 25 (Christmas)

CITY COUNCIL AGENDA STAFF REPORT – MEETING OF OCTOBER 14, 2020
Adopt a Resolution Authorizing the City of Montebello to Implement an Annual Free Fare Schedule for Montebello Bus Lines
Page 2 of 2

If approved, these days will be part of the Montebello Bus Lines' Annual Free-Fare Schedule allowing staff to coordinate and implement Free-Fare days promotional activities.

FISCAL IMPACT

Fare revenue continues to fluctuate due to the novel coronavirus (COVID-19) pandemic however, based on data from 2019, waiving fares seven (7) times a year will cost \$75,000 in annual lost revenue.

SUMMARY

Staff is recommending that the City Council consider adopting a Resolution authorizing the City of Montebello to Implement an Annual Free-Fare Schedule for Montebello Bus Lines; and direct staff to take such additional, related, action that may be desirable.

ATTACHMENT:

- A. Resolution

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING AN ANNUAL FREE FARE SCHEDULE
FOR MONTEBELLO BUS LINES

WHEREAS, the City of Montebello's ("City") Montebello Bus Lines provides transportation services to residents of Montebello and neighboring cities;

WHEREAS, Montebello Bus Lines' neighboring transit partner, the Los Angeles County Metropolitan Authority ("Metro") regularly waives fares during certain holidays; and

WHEREAS, many passengers transfer between Montebello Bus Lines and Metro services during such free-fare days; and

WHEREAS, waiving fares during these coordinated and designated free-fare days improves morale, encourages new ridership, and raises attention to critical issues; and

WHEREAS, fares make up only a small fraction of the total revenue generated by public transit agencies thereby implementation of fare-free days will not detrimentally affect the Montebello Bus Lines' overall yearly revenue; and

WHEREAS, to streamline Montebello Bus Lines' free-fare days with Metro's own, adoption of the proposed Annual Free-Fare Schedule is hereby required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Montebello as follows:

1. The City Council does hereby declare that the above recitals are true and correct and are incorporated herein by reference.
2. Montebello Bus Lines will waive passenger fares for the following days on an annual basis:
 - January 31 (New Year's Eve)
 - April 22 (Earth Day)
 - October 7 (Clean Air Day)
 - November 3 (Election Day)
 - November 26 (Thanksgiving)
 - December 24 (Christmas Eve)
 - December 25 (Christmas)
3. The above dates will be formally known as the Montebello Bus Lines' "Annual Free-Fare Schedule" allowing City staff to further coordinate and implement necessary marketing activities in advance of the promotional dates.
4. Where reasonably necessary, the Montebello Bus Lines' Director is authorized to make necessary modifications, adjustments and/or changes to the Annual Free-Fare Schedule; provided such modifications, adjustments and/or changes are done for good cause and advance notice is given to riders of the proposed changes.

APPROVED AND ADOPTED THIS 14th DAY OF OCTOBER, 2020.

THE CITY OF MONTEBELLO

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. _____ was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 14th day of October, 2020, as approved by law by the following vote:

AYES:
NOES:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the _____ day of _____, 2020.

IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Brad Keller, Chief of Police

SUBJECT: **Pandemic Parking Fine Relief Ad Hoc Committee Findings and Recommendations**

DATE: October 14, 2020

RECOMMENDATIONS:

It is recommended that City Council:

- 1) Pass a Resolution authorizing the Police Chief or his designee to reduce either in part or full parking fines and late fees for parking citations issued by the Montebello Police Department to Montebello residents between March 15, 2020 and October 14, 2020 based on criteria determined and recommended by the City Council ad hoc committee; and
- 2) Take such additional and relate, action that may be desirable

BACKGROUND

At the September 9, 2020, City Council Meeting the City Council authorized an ad hoc committee to explore options to assist Montebello residents who may have incurred fines and/or late fees as a result of one or more parking citations issued by the City of Montebello Police Department during the pandemic.

The ad hoc committee was comprised of Mayor Melendez, Councilmember Hadjinian, City Manager Bobadilla, Assistant City Manager Salazar and Police Chief Keller and convened on September 22, 2020 and September 29, 2020.

It was evident to the committee that many residents in Montebello were affected financially by the pandemic either by unemployment or partial loss of income. For the purposes of the ad hoc committee's discussions and the recommendations contained herein, the pandemic relief time frame is suggested to be from March 15, 2020 to October 14, 2020.

ANALYSIS

The City Council authorized a moratorium on the issuing of street sweeping citations between March 15, 2020 and June 1, 2020. During this time, approximately 722 parking citations were

issued for other parking violations including but not limited to: red curb, fire hydrant, American Disabilities Act (ADA), 2 hour parking, etc. As of September 1, 2020, approximately 451 citations issued between March 15, 2020 and June 1, 2020 have incurred late fees. This is an unusually high number of fines and late fees that have not been paid, when compared to the similar period from prior years.

It is reasonable to assume that some Montebello residents may still be experiencing financial hardships considering unemployment remains high and pandemic related restrictions on business operations exist. Additionally, some pandemic restrictions may require some Montebello residents to work from home, making it difficult to comply with all parking restrictions.

AD HOC FINDINGS AND RECOMMENDATIONS

The City Council recognizes that many of our community members have been significantly impacted by the pandemic and the ad hoc committee understands that not all Montebello residents will qualify for a parking fine reduction based on the proposed criteria. The committee recommends that those who have been issued a parking citation between March 15, 2020 and October 14, 2020 must provide the Police Chief or his designee with proof of financial burden as a result of the pandemic in order to qualify for a reduction in the late fee penalty.

The committee recommends that the criteria for partial reduction (50%) of fines and late fees incurred during the specified time frame be based on the applicants proof that he or she has experienced a reduction of work hours by at least 25% and that the applicant is not receiving other compensation such as unemployment and/or pandemic relief.

The committee recommends that the criteria for full reduction (100%) of fines and late fees incurred during the specified time frame be based on the applicant's proof that he or she is unemployed and compensation such as unemployment and/or pandemic relief is less than the applicant's normal income prior to March 15, 2020.

The committee also recommends that the Police Chief or his designee be afforded the discretion to reasonably negotiate partial or full reductions that do not otherwise meet the aforementioned criteria.

It was further recommended that the specified time frame for partial or full reduction of fines and late fees apply only to parking citations issued by the Montebello Police Department to Montebello residents between March 15, 2020 and October 14, 2020. Proof of residency will be required. The committee strongly recommends that parking citations issued for Americans with Disabilities Act (ADA) related violations will be eligible for fine reduction.

The relief program will only be advertised to Montebello residents who have outstanding fines and/or late fees for parking citations issued by the Montebello Police Department during the specified time frame.

Therefore, it is being recommended that the City Council pass a resolution authorizing the Police Chief or his designee to reduce in part or full parking fines and late fees for parking citations issued by the Montebello Police Department to Montebello residents between March 15, 2020 and October 14, 2020 based on the criteria determined and recommended by the ad hoc committee. Furthermore, this program will be in effect for thirty (30) calendar days, October 15 through November 15, 2020 assuming passage by the City Council on October 14, 2020.

FISCAL IMPACTS

The Fiscal Year 2020-21 adopted budget includes \$850,000 in projected revenue for parking related fines. Obviously, this assumes payment of parking citations issued, and the projected amount is based on prior year trends. In addition, projections were tempered assuming continued economic and social impacts caused by the coronavirus. There is not an assumption in the estimate of any outstanding or unpaid parking citations and the revenue that would bring if they were paid. Non-payment of parking citations occurs regularly, for various reasons, and annual parking citation revenue is impacted by non-payment every year.

In addition to providing relief to Montebello residents who can show a negative financial impact from the pandemic, the parking fine relief program may encourage some residents to pay their citations who might have not. While the City will receive a reduced amount, it is still additional revenue had the residents chosen not to pay.

The actual impact to overall parking citation revenue due to the pandemic relief program is difficult to estimate. Quarterly budget updates will provide an analysis of all General Fund revenue and Staff will report on projected parking citation revenue in subsequent reports. At this point, no determination of overall impact to revenue is being made.

SUMMARY

The City Council is being asked to approve the recommendation of the ad hoc committee on establishing and implementing a parking fine relief program for Montebello residents negatively impacted by the pandemic. The parameters of the relief program have been laid out in the previous pages, including eligibility criteria to qualify for a reduction in parking fines owed to the City.

ATTACHMENT:

A. Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF MONTEBELLO
AUTHORIZING THE PANDEMIC PARKING FINE RELIEF PROGRAM**

WHEREAS, the administration and enforcement of parking regulations including, but not limited to, parking fines and late fees is a municipal authority vested onto the City of Montebello ("City") by and through its zoning and police powers; and

WHEREAS, in response to the novel coronavirus ("COVID-19") pandemic ("Pandemic"), on or about mid-March 2020, state and local agencies including the City declared a state of emergency requiring non-essential businesses, schools and other facilities to close down and residents to shelter in place ("stay-at-home" orders) to prevent the spread of COVID-19; and

WHEREAS, as a result of the stay-at-home orders, the City Council of the City of Montebello ("City Council") authorized a moratorium on street sweeping citations between March 15, 2020 through June 1, 2020, nevertheless, approximately 722 parking citations were issued during this moratorium period for non-street sweeping violations including, but not limited to, red curb, fire hydrant, America with Disabilities ("ADA"), and two-hour (2-hour) violations; and

WHEREAS, as of September 1, 2020, of the 722 non-street sweeping violations, approximately 451 citations had not been paid resulting in accumulated late fees; and

WHEREAS, on September 9, 2020, City Council authorized an ad hoc committee to explore various options aimed at assisting City residents who have been impacted by the economic and financial consequences of the Pandemic, including incurred parking fines and/or late fees as a result of one or more citations issued by the Montebello Police Department ("Department"); and

WHEREAS, the ad hoc committee determined that the ongoing Pandemic-related stay-at-home orders and resulting financial consequences were likely the result of the unpaid fines and resulting late fees as many City residents continue to face either unemployment or loss of income; and

WHEREAS, based on this determination, the ad hoc committee has recommended that the City Council approve the establishment of the City's Pandemic Parking Fine Relief Program aimed at assisting eligible City residents who can demonstrate financial hardship due to the Pandemic by reducing (either partially (50%) or fully (100%)) parking citations and/or resulting late fees associated with citations issued by the Department between March 15, 2020 through October 14, 2020.

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

SECTION 1. Recitals. The above recitals are true and correct and made part of this Resolution by this reference.

SECTION 2. Establishment. The City hereby establishes the Pandemic Parking Fine Relief Program for the benefit of City residents determined to be eligible for partial (50%) or full (100%) reduction of their parking fines and/or related late fees due to the financial impact of the Pandemic.

SECTION 3. Authority. The Chief of Police of the City of Montebello (the “Chief”), and/or his designee, is hereby authorized to reduce, in part or in full, parking fines and late fees for parking citations, including citations issued for ADA-related violations, issued by the Department to eligible City residents between the dates of March 15, 2020 and October 14, 2020.

SECTION 4. Eligible Program Applicants. Eligibility for relief of partial or full parking fine reduction and/or related late fees, will be based on the following criteria:

- a) Partial Reduction (50%) – City residents who incurred parking fines and/or related late fees between March 15, 2020 and October 14, 2020, and who can demonstrate a reduction of work hours by at least twenty-five percent (25%) and no provision of compensation such as unemployment and/or related pandemic relief; or
- b) Full Reduction (100%) – City residents who incurred parking fines and/or related late fees between March 15, 2020 and October 14, 2020, and who can demonstrate: (i) current unemployment status and (ii) compensation such as unemployment and/or Pandemic relief is less than their normal income prior to March 15, 2020.
- c) The Chief and his or her designee are authorized to exercise their discretion to reasonably negotiate partial (50%) or full reductions (100%) that do not otherwise meet the criteria listed in subsections (a) or (b) above.

SECTION 5. Effective Period. The Pandemic Park Fine Relief Program shall be in effect for thirty (30) calendar days commencing October 15, 2020 through November 15, 2020; unless further extended by subsequent City Council action.

SECTION 6. Certification. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Montebello at the regular meeting of this _____ day of October 2020.

THE CITY OF MONTEBELLO

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas
City Clerk

Arnold M. Alvarez-Glasman
City Attorney

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

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. _____ was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 14th day of October, 2020, as approved by law by the following vote:

AYES:
NOES:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the _____ day of _____, 2020.

IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Resolution Approving Application Submittals for State of California Proposition 68 Per Capita Grant Program Funds**

DATE: October 14, 2020

RECOMMENDATION

It is recommended that the City Council approve a Resolution approving application submittals for State of California (the “State”) Proposition 68 Per Capita Grant Program Funds.

BACKGROUND

In June 2018, Proposition 68 (The Parks, Environment and Water Bond) was approved by voters in the State, authorizing grant funding for state and local parks, environmental protection projects, water infrastructure projects and flood protection projects. The current round of grant funding is the General Per Capita Program consisting of \$185 million in funding available to local municipalities for local park rehabilitation, improvement and creation on a per capita basis. The total allocation that the City is eligible for is \$177,952.

The first part of the application process for use of the City’s Per Capita Program Funds requires a Resolution by the City Council of the City of Montebello certifying the approval of the application(s) to the State. Upon project approval, the City will then enter into an agreement with the State to carry out the proposed project(s). The sample Grant Contract for the Per Capita Grant Program has been reviewed by the City Attorney’s Office.

ANALYSIS

The State provides applicants with a Community Fact Finder Tool that defines the income averages by location/park. Projects that do not serve severely disadvantaged communities (median household income less than 60% of the statewide average) must include 20% in-kind match funding. The only park that currently meets the severely disadvantaged standards is Montebello City Park (“City Park”). A project proposed

Resolution Approving Application Submittals for State of California Proposition 68 Per Capita Grant Funds

Page 2 of 2

outside of City Park would require the 20% local matching funds. Given the requirements for matching funds and need for improvements at City Park, staff will only be submitting an application for projects at City Park.

FISCAL IMPACT

Upon project approval by the State, and depending on the list and scope of the project(s), the City could potentially receive up to \$177,952 for improvements at Montebello City Park with no requirement of local matching funds. After grant approval and the amount is determined, staff will return to the City Council with a request to appropriate the funds.

SUMMARY

It is recommended that the City Council approve a Resolution approving application submittals for State of California Proposition 68 Per Capita Grant Program Funds.

ATTACHMENT(S):

A. Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF MONTEBELLO
APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS**

WHEREAS, The State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF MONTEBELLO HEREBY:

SECTION 1. Approvals and Certifications.

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that the City of Montebello has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the City of Montebello has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City's general or recreation plan (PRC §80063 (a)); and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)); and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code; and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum – Promotion Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City will consider a range of actions that include, but are not limited to the following:
 - a. Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - b. Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - c. Creating new partnerships with state, local, tribal, private, and non-profit organizations to expand access for diverse populations.
 - d. Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - e. Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - f. Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

- g. Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
 9. Certifies that the City of Montebello shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
 10. Certifies that the City of Montebello has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
 11. Delegates the authority to the Director of Recreation and Community Services, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

APPROVED AND PASSED THIS 14th DAY OF OCTOBER, 2020.

CITY OF MONTEBELLO

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. _____ was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 14th day of October, 2020, as approved by law by the following vote:

AYES:

NOES:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the _____ day of _____, 2020.

IRMA BARAJAS, City Clerk

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. 1498, consisting of 8 pages, and including**

**Warrant No.:
Checks No.: 590446 through 590620;
ACH 7 through 18**

**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 14th DAY OF OCTOBER, 2020.

SALVADOR MELENDEZ, Mayor

ATTEST:

IRMA BARAJAS, City Clerk



City of Montebello

Register of Demands No. 1498

From Payment Date: 09/15/20 - To Payment Date: 09/24/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
590446	09/15/2020	\$429.53	EDUCATION REIMBURSEMENT	568	JUAN M HERNANDEZ
590447	09/17/2020	\$83,865.72	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC./INFRASTRUCTURE ENGINEERS
590448	09/17/2020	\$264.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES, INC.
590449	09/17/2020	\$1,230.20	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
590450	09/17/2020	\$4,770.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
590451	09/17/2020	\$195.00	CONTRACT SERVICES	983	ABBA TERMITE AND PEST CONTROL, INC.
590452	09/17/2020	\$5,035.00	CONTRACT SERVICES	1624	CALIFORNIA PAVING AND GRADING, INC.
590453	09/17/2020	\$8,182.87	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
590454	09/17/2020	\$840.51	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP, INC.
590455	09/17/2020	\$5,743.73	SUPPLIES	2624	CRAFCO, INC.
590456	09/17/2020	\$1,441.66	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
590457	09/17/2020	\$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
590458	09/17/2020	\$5,749.98	CONTRACT SERVICES	47260	EAST SAN GABRIEL VALLEY COALITION FOR
590459	09/17/2020	\$6,800.00	CONTRACT SERVICES	41130	MIHM INC.
590460	09/17/2020	\$3,632.35	MACHINERY & EQUIPMENTS	1914	EXPO IT, LLC.
590461	09/17/2020	\$30.00	CONTRACT SERVICES	23660	DAIOHS USA
590462	09/17/2020	\$68.13	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE, INC.
590463	09/17/2020	\$320.67	UNIFORM EXPENSE	55650	GALLS, LLC/LONG BEACH UNIFORMS
590464	09/17/2020	\$757.00	REFUND	3011	DANIEL GARCIA
590465	09/17/2020	\$6,825.43	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC
590466	09/17/2020	\$580.40	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
590467	09/17/2020	\$1,295.34	SUPPLIES	9470	GRAINGER, INC.
590468	09/17/2020	\$4,138.25	CONTRAT SERVICES	2728	H & V CUSTOM OFFICE CUBICLES CORP.
590469	09/17/2020	\$86.11	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
590470	09/17/2020	\$6,375.00	CONTRACT SERVICES	1349	HEART OF COMPASSION
590471	09/17/2020	\$1,350.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
590472	09/17/2020	\$5.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
590473	09/17/2020	\$2,317.15	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
590474	09/17/2020	\$2,520.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC



City of Montebello

Register of Demands No. 1498

From Payment Date: 09/15/20 - To Payment Date: 09/24/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590475	09/17/2020	\$190.80	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
590476	09/17/2020	\$400.00	EDUCATION REIMBURSEMENT	8720	SCOTT MORTON
590477	09/17/2020	\$7,738.99	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR ROOTER PLUMBING
590478	09/17/2020	\$1,946.54	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS, INC.
590479	09/17/2020	\$1,258.05	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
590480	09/17/2020	\$194.60	SUPPLIES	15620	OFFICE DEPOT
590481	09/17/2020	\$220.48	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
590482	09/17/2020	\$74.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
590483	09/17/2020	\$8,000.00	CONTRACT SERVICES	2764	RAINTEK ENTERPRISES INC.
590484	09/17/2020	\$60.00	REFUND	3010	REBECCA REVUELTA
590485	09/17/2020	\$80.00	REFUND	3009	DEANNA SALAZAR
590486	09/17/2020	\$1,752.00	VEHICLE MAINTENANCE/EXPENSES	2983	SANVED ENTERPRISES, INC.
590487	09/17/2020	\$1,563.17	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP.
590488	09/17/2020	\$2,050.00	CONTRACT SERVICES	15180	STEARNS, CONRAD AND SCHMIDT CONSULTING ENG./SCS FIELD SERVICES INC.
590489	09/17/2020	\$431,398.62	CONTRACT SERVICES	20770	SEQUEL CONTRACTORS. INC.
590490	09/17/2020	\$137.44	CONTRACT SERVICES	36350	SHRED-IT USA
590491	09/17/2020	\$500.00	LEGAL SERVICES	2635	SPERTUS, LANDES & UMHOFFER LLP
590492	09/17/2020	\$28,465.72	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC.
590493	09/17/2020	\$1,375.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
590494	09/17/2020	\$740.83	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
590495	09/17/2020	\$875.00	TRAINING	1188	TYLER TECHNOLOGIES, INC.
590496	09/17/2020	\$15,743.94	COPIER REPAIR/SERVICES	2747	U.S. BANK EQUIPMENT FINANCE
590497	09/17/2020	\$319.72	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
590498	09/17/2020	\$4,900.00	LANDSCAPE SERVICES	74850	UNIQUE GENERAL SERVICES
590499	09/17/2020	\$5,306.36	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC./AN ALLIED UNIVERAL CO.
590500	09/17/2020	\$600.00	REFUND	3012	INES M. VALDOVINOS AYALA
590501	09/17/2020	\$6,500.00	CONTRACT SERVICES	75020	VASQUEZ & CO.,LLP/VASQUEZ & COMPANY LLP
590502	09/17/2020	\$657.00	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC./WAYNE ELECTRIC COMPANY
590503	09/17/2020	\$566.00	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES, INC.



City of Montebello

Register of Demands No. 1498

From Payment Date: 09/15/20 - To Payment Date: 09/24/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590504	09/17/2020	\$1,084.86	VEHICLE MAINTENANCE/EXPENSES	67320	WINZER CORPORATION
590505	09/17/2020	\$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
590506	09/17/2020	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L. ANDRADE
590507	09/17/2020	\$30.00	CARPOOL INCENTIVE	65410	MAGGALI CORREA
590508	09/17/2020	\$40.00	CARPOOL INCENTIVE	568	JUAN M HERNANDEZ
590509	09/17/2020	\$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
590510	09/17/2020	\$40.00	CARPOOL INCENTIVE	2048	STEPHANIE MEZA
590511	09/17/2020	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
590512	09/17/2020	\$55.00	CARPOOL INCENTIVE	1668	MEL PASTION
590513	09/17/2020	\$70.00	CARPOOL INCENTIVE	2260	GERARDO RODRIGUEZ
590514	09/17/2020	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I. SAUCEDO
590515	09/17/2020	\$30.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
590516	09/17/2020	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
590517	09/17/2020	\$40.00	CARPOOL INCENTIVE	595	MATTHEW A VALENZUELA
590518	09/17/2020	\$40.00	CARPOOL INCENTIVE	395	MARIA TERESA VASQUEZ
590519	09/17/2020	\$553.36	UTILITY SERVICES	38380	AT&T
590520	09/17/2020	\$4,336.44	UTILITY SERVICES	39550	AT&T
590521	09/17/2020	\$78.73	UTILITY SERVICES	39550	AT&T
590522	09/17/2020	\$68.94	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
590523	09/17/2020	\$1,275.00	PEST CONTROL SERVICE	2019	DEWEY SERVICES INCORPORATED
590524	09/17/2020	\$94,236.07	CONTRACT SERVICES	57890	GENTRY BROTHERS, INC
590525	09/17/2020	\$20,000.00	CONTRACT SERVICES	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
590526	09/17/2020	\$4,200.00	ADVERTISING/PRINTING SERVICES	51550	MONTEBELLO CHAMBER OF COMMERCE
590527	09/17/2020	\$626.58	SUPPLIES	15620	OFFICE DEPOT
590528	09/17/2020	\$686,644.70	CONTRACT SERVICES	2955	ONYX PAVING COMPANY INC.
590529	09/17/2020	\$11,118.59	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
590530	09/17/2020	\$98,976.55	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
590531	09/17/2020	\$126.54	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
590532	09/17/2020	\$551.61	UTILITY SERVICES	23610	VERIZON WIRELESS
590533	09/17/2020	\$68.94	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY



City of Montebello

Register of Demands No. 1498

From Payment Date: 09/15/20 - To Payment Date: 09/24/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590534	09/21/2020	\$150.00	CONTRACT SERVICES	34760	CALIFORNIA STATE CONTROLLER'S OFFICE
590535	09/24/2020	\$41,932.04	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
590536	09/24/2020	\$5,663.41	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
590537	09/24/2020	\$80.00	REFUND	3020	JENNIFER AMBRIZ
590538	09/24/2020	\$2,780.29	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
590539	09/24/2020	\$50,000.00	CONTRACT SERVICES	3016	ANTARES GOLF, LLC
590540	09/24/2020	\$16,316.25	MACHINERY & EQUIPMENTS	74870	AVAIL TECHNOLOGIES, INC.
590541	09/24/2020	\$106.77	SUPPLIES	844	BEST LAWNMOWER, INC
590542	09/24/2020	\$319.38	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
590543	09/24/2020	\$5,000.00	CONTRACT SERVICES	3022	BRISTOL WEST INSURANCE
590544	09/24/2020	\$4,000.00	CONTRACT SERVICES	3014	CALIFORNIA COMMUNITY ECONOMIC DEVELOPMENT ASSOC
590545	09/24/2020	\$617.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
590546	09/24/2020	\$37,112.50	CONTRACT SERVICES	2922	ARA H. BALAYAN/CATERING BY HARASH AND ARA
590547	09/24/2020	\$2,654.34	CONTRACT SERVICES	2057	CIGNA BEHAVIORAL HEALTH
590548	09/24/2020	\$119.90	REIMBURSEMENT FOR WELDER LICENSE	3018	JAMES COINER
590549	09/24/2020	\$27,099.18	CONTRACT SERVICES	29460	COMPLETE COACH WORKS
590550	09/24/2020	\$608.73	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
590551	09/24/2020	\$235.19	CONTRACT SERVICE	40920	DIAMOND ENVIRONMENTAL SERVICES
590552	09/24/2020	\$229.03	FUEL	1894	ECONOMY RENTAL, INC.
590553	09/24/2020	\$13,600.00	CONTRACT SERVICES	41130	MIHM INC./EMERGENCY RESPONSE CRIME SCENE CLEANING
590554	09/24/2020	\$150.00	ADVERTISING/PRINTING SERVICES	2123	ENDEAVOR BUSINESS MEDIA LLC.
590555	09/24/2020	\$1,701.03	MACHINERY & EQUIPMENTS	1914	EXPO IT, LLC.
590556	09/24/2020	\$51.47	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
590557	09/24/2020	\$19,047.50	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE, INC.
590558	09/24/2020	\$1,563.58	UNIFORM EXPENSE	908	FIRE FIGHTERS SAFETY INC.
590559	09/24/2020	\$1,131.61	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
590560	09/24/2020	\$1,152.00	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG LLC
590561	09/24/2020	\$321.07	PREVENTIVE MAINTENANCE	70140	GNA-BROOK FIRE PROTECTION, INC.
590562	09/24/2020	\$208.59	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.



City of Montebello

Register of Demands No. 1498

From Payment Date: 09/15/20 - To Payment Date: 09/24/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590563	09/24/2020	\$663.23	SUPPLIES	9470	GRAINGER, INC.
590564	09/24/2020	\$1,050.00	CONTRACT SERVICES	2189	HEARD'S INVESTIGATIONS AND POLYGRAPH LLC
590565	09/24/2020	\$1,014.30	CONTRACT SERVICES	2994	HOUSE OF WINNERS, INC.
590566	09/24/2020	\$6,370.73	CONTRACT SERVICES	2012	ICE MACHINE SALES & SERVICE CO.
590567	09/24/2020	\$2,395.44	CONTRACT SERVICES	2763	INSIGHT PUBLIC SECTOR, INC.
590568	09/24/2020	\$1,723.05	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
590569	09/24/2020	\$3,800.00	CONTRACT SERVICES	2942	JAIRO ZABALETA/JAIRO'S PLUMBING INC.
590570	09/24/2020	\$312.59	SUPPLIES	1612	JCL TRAFFIC SERVICES
590571	09/24/2020	\$64,389.50	CONTRACT SERVICES	2892	KTU & A
590572	09/24/2020	\$20,516.00	CONTRACT SERVICES	2923	LA PALOMA GRILL
590573	09/24/2020	\$22,080.00	CONTRACT SERVICES	2766	THE LEFLORE GROUP LLC
590574	09/24/2020	\$529.20	SUPPLIES	26670	LIFE-ASSIST, INC.
590575	09/24/2020	\$16,395.00	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
590576	09/24/2020	\$10,000.00	CONTRACT SERVICES	2945	MERCURY
590577	09/24/2020	\$9,408.75	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA, INC
590578	09/24/2020	\$140.85	SUPPLIES	74640	MISSION LINEN SUPPLY
590579	09/24/2020	\$206.11	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
590580	09/24/2020	\$467.82	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
590581	09/24/2020	\$170.43	VEHICLE MAINTENANCE/EXPENSES	66340	BENNELLI, LLC/MX FACTOR
590582	09/24/2020	\$329.65	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC.
590583	09/24/2020	\$1,995.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
590584	09/24/2020	\$11,133.89	LANDSCAPE SERVICE	2481	NORTH STAR LAND CARE
590585	09/24/2020	\$1,658.54	SERVICE	2940	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.
590586	09/24/2020	\$550.03	SUPPLIES	15620	OFFICE DEPOT
590587	09/24/2020	\$11,400.00	CONTRACT SERVICES	3000	PACIFIC TENNIS COURTS, INC.
590588	09/24/2020	\$105.08	REFUND	2587	VANESSA PADILLA NAVA
590589	09/24/2020	\$31.45	UTILITY SERVICES	100	PICO WATER DISTRICT
590590	09/24/2020	\$180.50	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
590591	09/24/2020	\$48,700.00	CONTRACT SERVICES	2764	RAINTEK ENTERPRISES INC.
590592	09/24/2020	\$1,463.14	SUPPLIES	1925	CENTRAL SANITARY SUPPLY



City of Montebello

Register of Demands No. 1498

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CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590593	09/24/2020	\$580.70	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
590594	09/24/2020	\$2,480.50	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
590595	09/24/2020	\$1,103.68	VEHICLE MAINTENANCE/EXPENSES	2244	STAN BONHAM COMPANY, INC.
590596	09/24/2020	\$1,336.25	CONTRACT SERVICES	2874	RPW SERVICES INC.
590597	09/24/2020	\$8.80	REFUND	3017	RIGOBERTO SANCHEZ
590598	09/24/2020	\$80.00	CONTRACT SERVICES	1848	SECURITY DESIGN SYSTEMS
590599	09/24/2020	\$705.26	CONTRACT SERVICES	36350	SHRED-IT USA
590600	09/24/2020	\$15,928.19	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
590601	09/24/2020	\$223.20	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.
590602	09/24/2020	\$419.36	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC.
590603	09/24/2020	\$1,750.00	TRAINING	1188	TYLER TECHNOLOGIES, INC.
590604	09/24/2020	\$523.89	SUPPLIES	131	UNITED SITE SERVICES, INC.
590605	09/24/2020	\$6,107.20	INSURANCE PREMIUM	58990	VISION SERVICE PLAN
590606	09/24/2020	\$644.96	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
590607	09/24/2020	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
590608	09/24/2020	\$217.95	UTILITY SERVICES	39550	AT&T
590609	09/24/2020	\$217.95	UTILITY SERVICES	39550	AT&T
590610	09/24/2020	\$412.31	UTILITY SERVICES	39550	AT&T
590611	09/24/2020	\$1,465.75	UTILITY SERVICES	39550	AT&T
590612	09/24/2020	\$2,047.78	UTILITY SERVICES	39550	AT&T
590613	09/24/2020	\$506.41	UTILITY SERVICES	38380	AT&T
590614	09/24/2020	\$27.33	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
590615	09/24/2020	\$44.75	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
590616	09/24/2020	\$4,583.58	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
590617	09/24/2020	\$62.99	WATER SERVICE	1120	NESTLE WATERS NORTH AMERICA/READY REFRESH
590618	09/24/2020	\$1,512.04	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
590619	09/24/2020	\$2,285.00	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
590620	09/24/2020	\$995.00	TRAINING	2262	CALIFORNIA MULTI-AGENCY SUPPORT SERVICES



City of Montebello

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CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
Subtotal		\$2,123,588.94			
4331 - General Account					
EFT					
7	09/15/2020	\$1,500.00	EDUCATION REIMBURSEMENT	1620	PALAFIX, VERONICA
8	09/17/2020	\$10,526.85	CONTRACT SERVICE	43860	HI-WAY SAFETY, INC.
9	09/17/2020	\$10,391.00	LEGAL SERVICES	16760	LIEBERT CASSIDY WHITMORE
10	09/17/2020	\$57,855.26	CONTRACT SERVICE	35250	NATIONWIDE ENVIRONMENTAL SERVICES
11	09/17/2020	\$80.00	CARPPOOL INCENTIVE	2203	NEVAREZ, SAMANTHA
12	09/24/2020	\$981.66	VEHICLE SERVICE	69140	HUNTINGTON BEACH HONDA
13	09/24/2020	\$21,250.00	CONTRACT SERVICE	3008	LOS ANGELES PARTYWORKS, INC.
14	09/24/2020	\$1,591.92	CONTRACT SERVICE	35250	NATIONWIDE ENVIRONMENTAL SERVICES
15	09/24/2020	\$12,910.62	CONTRACT SERVICE	2787	S & S LABARGE GOLF INC.
16	09/24/2020	\$1,494.77	REIMBURSEMENT	33960	SOSNOWSKI, DAVID
17	09/24/2020	\$20.00	SHIPPING FEE	14350	SUN BADGE COMPANY
18	09/24/2020	\$20.00	SHIPPING FEE	14350	SUN BADGE COMPANY
Subtotal		\$118,622.08			
Total		<u>\$2,242,211.02</u>			

**CITY OF MONTEBELLO
1600 WEST BEVERLY BLVD.
MONTEBELLO, CALIFORNIA**

**SEPTEMBER 23, 2020
WEDNESDAY
5:30 P.M.**

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A REGULAR SESSION.

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Melendez called the meeting to order at the hour of 5:35 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Hadjinian, Cobos-Cawthorne, Jimenez, Torres, Melendez
STAFF PRESENT: City Manager Bobadilla, City Attorney Norma Copado
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:**
City Attorney Copado

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Melendez recessed the meeting into Closed Session at the hour of 5:40 p.m. At the hour of 6:35 p.m., Mayor Melendez reconvened the meeting.

CLOSED SESSION – 5:30 P.M.

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

4. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code section 54956.8
Property: 715 W. Whittier Boulevard, Montebello, CA
Agency's Negotiator: René Bobadilla, City Manager
Negotiating Party: Jon Pace
Under Negotiation: Potential Property Acquisition - Price and Terms

Direction was provided to staff, no reportable action was taken, nothing further to report.

5. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code section 54956.8
Property: 612 W. Whittier Boulevard, Montebello, CA
Agency's Negotiator: René Bobadilla, City Manager
Negotiating Party: Mario Mojarro
Under Negotiation: Potential Property Acquisition - Price and Terms

The City Council received a briefing, direction was provided, no reportable action was taken, nothing further to report.

6. 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

Under Negotiation: Price and Terms

The City Council received a briefing, direction was provided to staff, no further action was taken, nothing further to report.

7. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957

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

A briefing on various items, was received, direction was provided, no reportable action, nothing further to report.

Pursuant to Government 54954.2(e)(2), Councilmember Hadjinian moved, seconded by Councilmember Jimenez to add the following two Closed Session items that came up after the posting of the agenda.

7a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8

Property: 112, 114, 124 and 132 6th Street

Council was provided a briefing, direction was provided, no reportable action was taken, nothing further to report.

7b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8

Property: 901 Via San Clemente

Council was provided a briefing, direction was provided, no reportable action was taken, nothing further to report.

REGULAR SESSION - 6:30 P.M.

8. INVOCATION City Clerk Barajas

9. PLEDGE OF ALLEGIANCE City Treasurer Gutierrez

10. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

11. CORRECTIONS TO THE AGENDA – CITY MANAGER

None.

12. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: City Attorney Copado

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

None.

14. APPROVAL OF AGENDA: Councilmember Hadjinian moved, seconded by Councilmember Jimenez that all items be approved in a single motion with the exception of Item No. 15. Such approval will also waive the reading of any ordinance.

SCHEDULED MATTER

15. PUBLIC HEARING TO ADOPT A RESOLUTION APPROVING AND ADOPTING THE CITY OF MONTEBELLO'S FIVE-YEAR 2020-2025 CONSOLIDATED PLAN, THE 2020-2021 ANNUAL ACTION PLAN, THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, THE CITIZEN PARTICIPATION PLAN, AND POLICIES AND PROCEDURES MANUAL FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM AND THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Mayor Melendez opened the Public Hearing at the hour of 6:40 p.m. There being no public testimony Mayor Melendez closed the Public Hearing at the hour of 6:40 p.m.

Councilmember Hadjinian moved, seconded by Councilmember Melendez that the City Council:

- 1) Adopt Resolution No. 20-79 approving and adopting the City of Montebello's Five-Year Consolidated Plan, Annual Action Plan, Analysis of Impediments to Fair Housing Choice, Citizen Participation Plan, and Policies and Procedures Manual for the HOME Investment Partnership Program and the Community Development Block Grant Program.
- 2) Take such additional, related action that may be desirable.

Motion carried unanimously.

CONSENT MATTERS

16. CONFLICT OF INTEREST CODE BIENNIAL UPDATE

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

Adopt Resolution No. 20-80 amending the Conflict of Interest Code for the City of Montebello in compliance with Government Code requirements:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING THE CONFLICT OF INTEREST CODE FOR THE CITY OF MONTEBELLO IN ACCORDANCE WITH THE POLITICAL REFORM ACT

Motion carried unanimously.

17. APPROVE THE FIRST AMENDMENT TO AGREEMENT NO. 3697 WITH AVAIL TECHNOLOGIES FOR MAINTENANCE AND SUPPORT OF THE MONTEBELLO BUS LINES' INTELLIGENT TRANSPORTATION SYSTEM (ITS) AND FIXED ROUTE PASSENGER INFORMATION SYSTEM

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Approve a first amendment to Agreement No. 3697, extending software maintenance services with Avail Technologies, Inc. ("Avail") for one-year with the Montebello Bus Line for its Intelligent Transportation System (ITS) and Fixed Route Passenger Information System; and
- 2) Authorize the City Manager and/or his Designee to execute the first amendment on behalf of the City.

- 3) Take such additional, related, action that may be desirable.

Motion carried unanimously.

18. APPROVAL OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS), TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP) GRANT FUNDS UTILIZATION

Councilmember Hadjinian moved, seconded by Councilmember Jimenez the City Council:

- 1) Approve the use of grant funding awarded to the Police Department by the California Office of Traffic and Safety (OTS) through the Traffic Records Improvement Project (TRIP), Grant number TR21044, in the amount of \$15,000, Agreement No. 3828; and
- 2) Authorize amending the Fiscal Year (FY) 2020-21 budget and increase appropriations by \$15,000 in Grant Fund Account No. 265-8014-800-65.10, OTS-TRIP, OTS TR21044 FY 2020-21; and,
- 3) Take such additional, related, action that may be desirable.

Motion carried unanimously.

19. APPROVAL OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS), SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FUNDS UTILIZATION

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Approve the use of grant funding awarded to the Police Department by the California Office of Traffic and Safety (OTS) through the Selective Traffic Enforcement Program (STEP), Grant number PT21105, in the amount of \$109,000, Agreement No. 3829; and
- 2) Amend the Fiscal Year 2020-21 budget and increase appropriations by \$109,000 in grant Account No. 265-8013-800-60.10, OTS-STEP Grant, PT21105 FY 2020-21; and
- 3) Take such additional, related, action that may be desirable.

Motion carried unanimously.

20. AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ONWARD ENGINEERING FOR PUBLIC WORKS INSPECTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE ARROYO DR. STREET IMPROVEMENTS PROJECT (CP-858), RFP NO. 20-5

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Authorize the City Manager to execute Professional Services Agreement No. 3830 with Onward Engineering for Public Works inspection and construction management services for the subject project in an amount not-to-exceed \$85,933; and,
- 2) Amend the Fiscal Year 2020-21 budget by increasing appropriations by \$85,933 in the Gas Tax Fund (Account No. 200-99-6040.95, Other Professional Services; and,

3) Take such additional, related, actions that may be desirable.

Motion carried unanimously.

21. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 23, 2020

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

Adopt Resolution No. 20-81 approving the Warrant Register dated September 23, 2020. Motion carried unanimously.

22. APPROVAL OF MINUTES: JULY 31, AUGUST 12, AUGUST 26, SEPTEMBER 9 AND SEPTEMBER 11, 2020

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

Approve minutes as written. Motion carried unanimously.

23. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

None.

COUNCIL ORALS

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

Mayor Pro Tem Cobos-Cawthorne asked for a moment of silence at the end of the meeting, in honor of her father, a Vietnam Veteran, who passed away recently and in honor of his birthday on September 15th.

Councilmember Hadjinian thanked the Public Works Director, the City Manager and Assistant City Manager, the Police and Fire Chiefs, Mayor Melendez and Department Heads for their hard work.

Mayor Melendez announced that two Firefighter Auxiliary Members will be receiving a grant to attend paramedic school due to a generous donation from former Fire Department Captain George Miller.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 6:52 p.m. and asked for a moment of silence in memory of Mayor Pro Tem Cobos-Cawthorne's father, Jose Abel Ocegueda, and in remembrance of his birthday on September 15, 2020.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of September 23, 2020, were approved as written on October 14, 2020.

IRMA BARAJAS, City Clerk